



BIDDING DOCUMENTS FOR
(SINGLE STAGE - TWO ENVELOPE BIDDING)
Through
E-Procurement.
Under

PACKAGE-3 (Badarpur-Bypass)

NIT No. : RO/Ghy/Sil/PGCIL/BAD/132KV/24-25/1

Portal : e-procurement Tendering portal(CPPP)

Name of work Name: "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3] BADARPUR BYPASS OF NHIDCL UNDER PMU SILCHAR.

**National Highways and Infrastructure Development Corporation Ltd. (NHIDCL)
Regional Office 2nd Floor, Agni shanti Business Park, GNB Rd, opp. AGP Office,
Ambari, Guwahati, Assam 781001**

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Section-I
Regional Office - Guwahati
National Highways & Infrastructure Development Corporation Limited
Notice Inviting e-Tender
(National Competitive Bidding through e-Tendering mode only)

RO/Ghy/Sil/PGCIL/BAD/132KV/24-25/1

Date:21-05-2025

1. National Highways and Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) invites sealed bids in single stage two cover system i.e. the Technical and Financial Bids on single percentage basis for the following works from the experienced Extra High voltage transmission tower Contractors/firms/organizations :-

Sr. No.	Name of work/Contract Package	Location on Highway	Estimated (In RS) inclusive of Taxes	Bids Security In Rs.	Time of Completion	Eligibility Criteria Average annual turnover for last 5 Years In Rs.	Eligibility Criteria as Completed work of similar nature during last 5 Years (Rs. In Lakhs)
1	“DIVERSION 132 KV D/C BADARPUR-KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS.	BADARPUR-KHLIEHRIAT Transmission Line. As described in Tower schedule.	135.29 Lakhs	2.7 Lakhs	18 months	22.55 lakhs	One single work involving construction/shifting of EHT lines of 132 KV and above of a value of not less than Rs 67.64 lakhs. OR Two works involving construction/Shifting of EHT lines 132 KV and above of a value of not less than RS 40.58 lakhs OR Three works involving construction/Shifting of EHT lines 132 KV and above of a value of not less than RS 27.05 lakhs.

* Cost is inclusive of GST
Cost of Bid Documents:

RS; 11,800/- in the form of DD in favour of **NHIDCL** payable at **Guwahati(Non-Refundable)**

- Date of Publishing is from **21.05.2025**.
- The complete BID document can be viewed / downloaded from web portal www.eprocure.gov.in from 21/05/2025 to 11/06/2025 (upto 17:00 Hrs. IST).
- Bids received online shall be opened on 12/06/2025 (at 17:00 hours IST).
- Bid documents can be seen at and downloaded from the website www.nhidcl.com and <https://eprocure.gov.in> Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions and other details.

6. The site for the work is available.
7. Bidder shall submit the following documents in physical form in original and in scanned copy to be uploaded.
 - i) Copy of PAN Card
 - ii) Demand Draft for cost of documents
 - iii) BG for Bid Security
8. The interested bidder can download the NIT / bidding document from the website <https://eprocure.gov.in&www.nhidcl.com>
9. To participate in bidding process, bidder has to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidder can get above mentioned digital certificate from any approved vendors. The Bidder, who already possess valid (DSC)"Digital Signature Certificate" need not to procure new Digital Signature Certificate.
10. The bidders have to submit their bids online in electronic format with Digital Signature. The bid cannot be uploaded without Digital Signature. No proposal (Except the documents as mentioned in point 7 above) will be accepted in physical form.
11. Bids will be opened online as per time schedule mentioned at Sr. No. 8.
12. Before submission of online bids, bidder must ensure that scanned copy of all the necessary documents have been attached with bid.
13. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
14. All the required information for bid must be filled and submitted online.
15. Bidders should get ready with the scanned copies of cost of documents & Bid Securing Declaration as specified in the tender documents. The original instruments in respect of cost of documents, Bid Securing Declaration and relevant documents will be submitted to the Tenders Inviting Authority by Registered post/courier/by hand as per time schedule specified.
16. The details of cost of documents, Bid Security specified in the tender documents should be the same, as submitted online (Scanned copies) otherwise bid will not be accepted.
17. Bidders are advised to study the procedures related to e-procurement by Government of India, carefully before submission of Bids. For this, Bidders may refer the Bidders Manual Kit available in the Central Public Procurement Portal of Government of India (<https://eprocure.gov.in>).
18. The guidelines for submission of bid online can be downloaded from the website www.nhidcl.com&<https://eprocure.gov.in>.

19. Schedule of Bidding Process

The Company shall endeavor to adhere to the following schedule:

S. No	Description	Period
1.	Date of issue of NIT	21/05/2025
2.	Date of issue of Sale of Tender Documents	21/05/2025
3.	Date of close of sale of Tender Documents (through online)	11/06/2025 (upto 17:00 Hrs)
4.	Last Date of receipt of pre-bid queries	27/05/2025 (till 1100 hours)
5.	Date of Pre-Bid meeting	28/05/2025 (at 1600 Hrs)

6.	Date of uploading of reply to the pre-bid queries	29/05/2025
7.	Date of submission of Tender/Bid (online& hard copy)	11/06/2025 (upto 17:00 Hrs)
8.	Opening of Technical BIDs at venue	12/06/2025 (1700 Hrs)
9.	Date of Uploading of list of Technically Qualified Applicants	To be intimated later
10.	Date of Opening of Financial Bids of Qualified Applicants	To be intimated later
11.	Date of issue of letter of award (LOA)	To be intimated later
12.	Validity of Bid	180 Days
13.	Return of signed duplicate copy of LOA	To be intimated later
14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 28 days of receipt of LOA.
15.	Signing of Agreement	Within 10 days of submission of Performance Security and Additional Performance Security, if any.

20. Conditional bids would be rejected.

21. Any corrigendum or information with regard to this NIT shall only be uploaded online on www.nhidcl.com & <https://eprocure.gov.in>.

22. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Date:

General Manager (P)
National Highways & Infrastructure Development Corporation Limited.
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001
Email: edpnhidclghy1@gmail.com

Section-II

Instructions to Bidders and qualification requirement

The above scope of work is indicative only. The detailed scope of work has been specified in the Technical Specification Volume II of the Bidding Documents. All specifications of POWER GRID notified up to 28 days prior to Bid due date shall be applicable.

Note I: Issuance of bidding documents (**/Issuance Authorization for Bidding**) to the bidders will not mean that such bidders are considered automatically qualified. Qualification of the bidders shall be determined as per provisions of the bidding documents.

Note II: In case the last date of bid receipt and bid opening happens to be a closed holiday in NHIDCL, the same shall stand postponed to the next/following working day.

Note III: The estimated cost is indicative only and the Bidders are to make their own estimation for their bidding.

1.1 This Invitation for Bids, issued by the Employer is OPEN to the firms on PAN India Basis.

1.2 Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the POWER GRID as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

“Bidder” means any person or firm or company, ~~including any member of a consortium or joint venture (that is an association of several persons, or firms or companies)~~, every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

“Bidder from a country which shares a land border with India” for this purpose means:

An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (ii) (d) above will be under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, have controlling ownership interests or who exercises control through other means

Explanation-

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured from the vendors from the countries sharing the land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any

Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier,’ the 50%*. For ‘Class-II local supplier,’ the ‘local content’ requirement is minimum 20%*.

Firms who are not 'Class-I local supplier' shall not be eligible to bid.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.

Firms, who are executing contract(s) or has executed contract(s) in the past for the POWER GRID (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

Sl. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	Till the firm comes out of Resolution process

*For the purpose of working out 50% of the Contract, following shall be taken into account:

- (a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.
- (b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

- 2.0 Bidding document comprises of Technical Specification, Bid Proposal Sheets (Techno- Commercial Part), Bill of Materials, Conditions of Contract (Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract & Annexures), and all other clarifications, additions, deletions, and or modifications made by NHIDCL with prospective Bidders up to the date and time of Bid Opening.

- 3.0 The complete Bidding Documents are available at NHIDCL's website <https://nhidcl.com> as well as on portal [https:// eprocure.gov.in/](https://eprocure.gov.in/) Interested bidders can download the Bidding Documents from any of the website and commence preparation of bids to gain time, however in case of discrepancy in the document; the same downloaded from later shall prevail.

4.0 **Important Instructions for participating in subject e-Tendering:**

- 4.1 The bidders have to quote single percentage bid on the entire tender cost. It is important to note that bidders can submit their bids online only through [https:// eprocure.gov.in/](https://eprocure.gov.in/) (included)

- 4.2 The complete Bidding Documents are available on portal. [https:// eprocure.gov.in/](https://eprocure.gov.in/) Bidder shall download the Bidding Documents from the portal [https:// eprocure.gov.in](https://eprocure.gov.in/) as per the provisions available therein.

- 4.3 **Bidder shall ensure that their bid complete in all respects are submitted online through NHIDCL's e-Tendering portal only. No DEVIATION in this regard will be accepted.**

- 4.4 Bidder has to necessarily register themselves on the portal [https://nhidcl.com/ eprocure.gov.in](https://nhidcl.com/eprocure.gov.in) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the bidder to get them registered at the aforesaid portal.

- 5.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from **17:00 Hrs. on 21/05/2025.**

The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be reproduced or used otherwise for any purpose other than for which they are specifically issued.

- 6.0 **Site information:** It is imperative for each bidder to satisfy himself completely of all local conditions. In addition, the Bidders are expected to assess any problems relating to the means of access to the site, the accommodation they may require

and its availability, besides any other aspects including financial implication affecting the execution of the work(s) covered under these documents and specifications. A Bidder shall be deemed to have full knowledge of the site (whether he inspects or not) and no claim whatsoever on this account at any stage shall be entertained.

- 6.1 In case any deficiency is found in the BOQ of the Technical specification in the bid documents by the selected bidder the same shall be notified within two months from the date of start of work or signing of contract agreement whichever is as earlier shall be notified by the Contractor to the Engineer Incharge.

- 7.0 Soft Copy part of the Bid must be uploaded under **Single Stage Two Envelope Bidding** Procedure on the portal at or before **1700Hrs (IST) on 11/06/2025** The e-Tendering system would not allow any late submission of bids through the portal after due date & time as specified.

- 8.0 The procurement activities in respect of the aforesaid work (/purchase of goods) shall be carried out by the Contractor.

9.0 The brief scope of work covered under the **requirement of NHIDCL** as the work is under supervision Power Grid and shall includes **"DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]"OF NHIDCL Under PMU Silchar.**

9.1 The design, engineering, manufacture, testing, transportation & insurance, storage, erection, Dismantling etc. testing and commissioning, at site including associated foundation civil works

- 9.2 a. Supply of Tower superstructure including nuts and bolts, stubs, AAAC Panther conductors suitable for Construction of 132 KV Towers as per Bill of Quantity and bid specification.
- b. Supply of insulators, conductor accessories, hangers, vibration dampers, clamps & connectors, and hardware fittings as per BOQ and bid specification.
- c. Construction of tower foundation suitable for 132KV towers as per BoQ and bid specification.
- d. All necessary survey works shall be done by the contractor and submit profile drawing and tower schedule based on the survey reports to PGCIL for approval.
- e. Dismantling of existing TL Towers and Erection of new towers, hoisting of insulators, conductor accessories, hardware, clamps and connectors, OPGW etc. including installation of danger plates etc. as per BOQ and bid specification.
- f. De stringing/ Lowering of existing line conductors, as per the BOQ.
- g. Storage of dismantled Tower structures and TL materials and accessories to the dismantled and dismantled materials shall belong to the Contractor.
- h. Freight and Transit Insurance, storage at site and site insurance of all material

at site shall be in the scope of contractor.

- i. Any permits required for supply of materials shall be arranged by the contractor. However, NHIDCL shall assist the contractor in arranging permits if any to the extent possible.
- j) Arrangement of ROW clearances and compensation will be in the scope of NHIDCL.
However, in the event of any ROW issue, the contractor shall be liable to assist NHIDCL for resolving any such issues. The Supervision charges of utility owing agency (PGCIL) and shut down charges as per actuals shall be borne by the NHIDCL.

The above scope of work is indicative and the detailed scope of work is given in the Technical Specification (Volume-II) of the Bidding documents.

10.0 Bidding will be conducted through the domestic **competitive bidding procedures** as per the provisions of Bidding Document and the contract shall be executed as per the provisions of the Contract. Bidders may note to refer the works procurement and policy procedures (WPPP) with reference to PGCIL documents available on PGCIL website and bidder to follow relevant procedures.

11.0 A **Single Stage - Two Envelope** Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

11.1 Bids must be submitted/uploaded under **Single Stage Two Envelope** Bidding Procedure on the portal at or before **17:00 hours on 11/06/2025**. Late bids will not be uploaded and accordingly be rejected. The Bids shall be opened on the 12/06/2024. In the presence of the bidders' representatives who choose to attend in person at the address below at **17:00 hours** or may be viewed by the bidders by logging in to the portal as per features available to them.

Bid Security/EMD for the Package must be submitted in physical form at the address given at Para **13.0** below at or before **17:00 hrs. on 11/06/2025**.

12.0 NHIDCL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

13.0 NHIDCL reserves the right to accept or reject any or all requests for issue of bid documents without assigning any reason whatsoever. NHIDCL also reserves the right to pre-pone/postpone the above dates, reject any or all bids in part or in full or to split and distribute the work among more than one bidder without assigning any reason whatsoever, reject any or all bids in part or in full.

14.0 SEALING AND MARKING OF BIDS:

- 14.1 The Bidder shall seal the original and copy of the **Bid Security/EMD, Power of Attorney, affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 and MoP order December 2018** in separate envelopes, duly marking the envelopes as “**Original Documents (Integrity Pact, Bid Security/EMD, Power of Attorney)**” and “**Copy**” in three envelopes (one for each). The envelopes containing the Original & Copy of the documents then shall be sealed in a separate envelope marked Documents for First Envelope (Techno - Commercial Part). (Detail given in SCC).

NHIDCL shall not be responsible for any postal delay in respect of submission of hard copy part of this bid. In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination.

- 14.2 The Documents shall be properly sealed and the inner and outer envelopes shall bear the name of Package, Enquiry No. and marked with **Not to be Opened before “12-06-2025”**.
- 14.3 Query on the bidding documents: Prospective bidders may submit queries if felt necessary regarding clarification of bid documents clauses such queries must be submitted in the e-tendering portal latest by tendering clarification end date and time.

The Bids shall be addressed to:

Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001

- 12.0 Bids sent through **FAX / TELEGRAM / e-mail/ or in Hard (conventional form)** Form shall not be acceptable. The offer/ Bid shall be submitted only through the Portal.
- 13.0 All correspondence with regard to the above shall be to the following address.

Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001.

For more information on NHIDCL, visit our site at :<http://www.nhidcl.com>

“DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3] Badarpur Bypass, Project OF NHIDCL UNDER PMU SILCHAR.

Approved Cost Estimate: ₹ 1,35,29,985.00 [Inclusive of GST]

Completion period: 18 months

QUALIFICATION REQUIREMENT (QR)

QUALIFICATION OF THE APPLICANT:

Qualification of applicant will be based on meeting the minimum pass/fail criteria specified below regarding the applicant's technical experience and financial position as demonstrated by the applicant's responses in the corresponding application schedules. The application can be submitted by an individual firm. Technical experience and financial resources of any proposed subcontractor(s) shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm. At any stage of evaluation if any shortcoming/ discrepancy/ deficiency is observed in the documents/ details submitted by the applicant and or it is observed that the applicant is not meeting the stipulated QR, respective bid shall be summarily be rejected. The Employer may assess the capacity and capability of the applicant. This assessment shall inter-alia include (i) Document verification; (ii) Bidder's works visit (if required), (iii) Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) Details of plant and machinery, manpower and financial resources; (v) Details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) Banker's feedback; ix) duly audited balance sheet for last for five years etc. ~~NHIDCL~~ reserves the right to waive minor deviation if they do not materially affect the capability of the Applicant to perform the contract.

PART-A

1.0 TECHNICAL EXPERIENCE as per Power Grid Criteria-

(a) The bidder should have completed on its own or as a bona fide subcontractor physical construction of transmission line project(s) of voltage level 132KV or higher involving tower foundation, erection & stringing of not less than 06 (six) KM cumulative length under a single work order within the last 5 years as on the date of Bid Opening.

In case the bidder(s) do not have their own fabrication/manufacturing facilities, they shall source the Tower parts. Hardware fittings & Accessories, Conductor, Earth Wire, Insulator etc., from Approved vendors of POWERGRID only having valid Manufacturing Quality Plan.

(b) The bidder shall have experience of successfully executing similar nature of work involving:

- (i) One single work/project of a value of not less than RS. 67.64 Lakh
- OR
- (ii) Two works/projects, each of a value of not less than RS. 40.58 Lakh.
- OR
- (iii) Three works/projects, each of a value of not less than RS. 27.05 Lakh.

The bidder is required to submit a Work Completion Certificate or Taking Over Certificate along with corresponding PO/Work order in support of their experience.

2.0 FINANCIAL POSITION

Minimum Average Annual Turnover (MAAT) for best three years Le, out of last five financial years of the bidder should be RS. 22.54 Lakhs.

Note- Annual total income as incorporated in the profit & loss account excluding non-recurring income, i.e., sale of fixed assets.

In case bidder is a holding company, MAAT referred to in above clause above shall be of that holding company only (Le. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, MAAT referred to in the clause above shall be of that subsidiary company only (ie, excluding its holding company).

Note-1: Relaxation for Start-Ups ^/MSEs:

- i. In case of MSEs, 100% relaxation at Para 2.0 above in financial position (MAAT), as on originally scheduled date of bid opening MSEs as defined in bidding documents.
- ii. Start-Ups ^ meeting the specified requirement at Para 2.0 above in Financial Position shall also be considered qualified if they meet eighty (80%) of the requirement specified above in Financial Position.

^ Start-Ups as defined by DPIT, applicable as on the originally scheduled date of bid opening.

3.0 JOINT VENTURE FIRMS

~~A) In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, the Joint Venture must comply with the following minimum criteria-~~

~~i) The lead partner shall meet not less than 50% of Technical Experience criteria given in para 1.0 above and not less than 40% of the minimum criteria given at para 2.0 above.~~

~~ii) Each of the other partner(s) shall meet not less than 25% of Technical Experience criteria given in para 1.0 above and not less than 25% of the minimum criteria given at para 2.0 above.~~

~~iii) The joint venture must satisfy collectively the criteria of para 1.0 and 2.0 above for which purpose the relevant experience, average annual turnover and liquid assets credit facilities shall be added together to arrive at the joint venture's total capacity.~~

~~B) In case of Joint Venture, the following conditions shall also apply~~

~~i) The bid, and in case of successful bid, the specified Form of Agreement shall be signed so as to be legally binding on all partners (Form enclosed as Appendix-1)~~

~~ii) ii) One of the partners shall be nominated as Lead Partner and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract shall be done with the lead partner and payment under the contract shall be received by the lead partner on behalf of the joint venture as per power conferred to him in the Power of Attorney. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners as per Proforma enclosed as Appendix-II. The payment under the contract can also be received by other partner(s) based on authorization of lead partner.~~

~~iii) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid).~~

~~iv) Agreement entered into by the Joint Venture partners shall be submitted with the bid.~~

4.0 Following document shall be submitted by the bidder as evidence of above- Audited balance sheet and Profit & Loss Account of the bidder/Manufacturer for the preceding five (5) financial years (ie. FY 2019-24). In case, the audited balance sheet for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the latest financial year may be submitted.

PART-B:

1.0 The bidder shall provide evidence satisfactory to the Owner of their capability and adequacy of resources to carry out the Contract effectively.

2.0 The bidder shall also furnish following documents/details with its 'Application':

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of the "Application".

Note: I In the event the bidder is not able to furnish the information of its own (ie. separate), being a subsidiary company and its accounts are being consolidated with its group/ holding/ parent company, the applicant should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/ Holding/ Parent Company) duly certified by any one of the authority (1) Statutory Auditor of the applicant /(n) Company Secretary of the applicant or (iii) A certified Public Accountant) certifying that such information/documents are based on the audited accounts as the case may be.

Note: II Similarly, if the bidder happens to be a Group/ Holding/Parent Company, the firm should submit the above documents/ information of its own (Le, exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-I above certifying that these information/documents are based on the audited accounts, as the case may be.

3.0 Litigation History:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the bidder or any party of JV may result in rejection of bid.

Notwithstanding anything stated above the Owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.

4.0 The bidder is required to submit the entire documents, self-attested, towards meeting the qualifying requirements. However, in case of non-submission of QR documents along with the bid, the bidder shall be asked to submit such documents within 15 days' time (from the date of issuance of letter by-NHIDCL). In case the documents/ required clarifications are not received within 15 days, the evaluation shall be carried out by NHIDCL based on available documents without further notice.

- a. Copy of GSTIN. etc. are to be furnished with Bid.
- b. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid as per requirement.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

"DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND

**FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL
[PACKAGE- 3]".Badarpur Bypass of NHIDCL Under PMU Silchar.**

**(DOMESTIC COMPETITIVE BIDDING UNDER SINGLE STAGE - SINGLE ENVELOPE
SYSTEM THROUGH E-PROCUREMENT) Tendering Portal**

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| Name of the Package : "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE-3]" of Badarpur bypass under NHIDCL PMU Silchar.

1.0.0 सामान्य जानकारी | GENERAL INFORMATION:

- 1.1.0 Bids for the subject package have been invited from Regional Office- National Highways & Infrastructure Development Corporation Limited (NHIDCL) Guwahati.

The Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office- Guwahati
2nd Floor, Agnishanti Business Park,
Opp. AGP Office, GNB Road,
Ambari, Guwahati-781001

- 1.2.0 Registered Office of NHIDCL shall be read as:

HQ, National Highways & Infrastructure Development Corporation Limited
(NHIDCL)
1st & 2nd Floor, World Trade Centre,
Nauroji Nagar, New Delhi-110029

- 1.3.0 This Special Conditions of Contract shall be read along with the Conditions of Contract, General Conditions of Contract **Supply & Installation**, Bid Proposal Sheets , and Technical Specification Volume- II,&Appendix I along with other relevant documents ,plans, procedures etc. attached shall apply to and shall be considered as part of this Volume as if bound together. **In case of any discrepancy between the provisions of this volume and other volumes of the Bidding Documents, the provisions of this volume shall prevail.**
- 1.4.0 Unless brought out clearly, the Bid shall be deemed to conform strictly to the bidding documents will not be considered as valid.
- 1.5.0 NHIDCL, reserves the right to reject any offer in full or in part or to split the total work and award the work to more than one bidder in the interest of NHIDCL, without assigning any reason thereof.

1.7.0 अखंडता समझौता | INTEGRITY PACT:

1.7.1 The prospective Bidders/Contractors and NHIDCL shall execute “Integrity Pact” as per the Proforma enclosed as **Section- (VI) to this SCC**, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

1.7.2 Bidder of Indian origin shall submit the Integrity Pact in 02 (two) originals on a non-judicial stamp paper of Rs.100/- duly signed by the person signing the bid. Bidder of Foreign origin may submit the Integrity Pact on its company’s Letter Head, duly signed by the person signing the bid.

1.7.3 If the bidder is partnership or consortium, the Integrity Pact shall be signed by all partners or consortium members.

1.7.4 All the pages of the Integrity Pact are to be signed by the Bidder.

1.7.5 The non-judicial stamp papers are to be purchased in the name of the Bidder or NHIDCL and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with the Integrity Pact mentioning the following on stamp paper:

~~“DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”OF NHIDCL UNDER PMU SILCHAR.~~

~~1.7.6 In case of foreign Bidder, the Letter Head is to be attached with the Integrity Pact mentioning the following on the Letter Head:~~

~~**“DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”OF NHIDCL UNDER PMU SILCHAR.**~~

1.7.7 Bidders are required to clearly indicate the name of the package and its specification/NIT number on the stamp paper/covering letter and first page of the Integrity Pact.

1.7.8 Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

1.7.9 The Bidder shall not change the contents of the Integrity Pact.

1.7.10 The “Integrity Pact” shall be submitted by the Bidder duly signed (in 2 originals) along with the bid in a separate envelope, duly super-scribed with “Integrity Pact”.

On behalf of NHIDCL, the Integrity Pact will be signed by the concerned representative of the the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid Opening. One copy of the Integrity Pact shall be retained by NHIDCL and the 2nd copy will be given to the representative of the Bidder during Bid Opening. If the Bidder’s representative is not present during the Bid Opening, the 2nd copy shall be sent to the Bidder by post/courier.

1.7.11 Bidder’s failure to submit the Integrity Pact in original duly signed on each page along with the Bid in Original or subsequently within 07 Days upon formal intimation *[preferably through online media]* for submission of the same by the purchaser, shall lead to rejection of the bid.

2.0.0 सूक्ष्म और लघु उद्यमों को दी गई सुविधाएं | Facilities Extended to Micro & Small Enterprises:

Micro and Small Enterprises (MSEs) registered with **Udyam Registration Portal** as specified by Ministry of Micro, Small and Medium Enterprises are exempted

from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, **Notification dated 01/06/2020 and 26/06/2020** read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of **'Udyam Registration Certificate'** with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.

3.0.0 बोली गारंटी | BID GUARANTEE:

- 3.1.0 The bidder shall furnish along with the bid, a Bid Guarantee for **INR 2.70 Lakh- (Rupees Two Lakhs Seventy Thousand Only)** in favor of NHIDCL, the same can be submitted as online payment

The copy of **'Online Payment Acknowledgement - Suppliers'** generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in **Indian Rupees only**.

Alternatively, The bidder shall furnish along with the bid, a Bid Guarantee for **INR 2.70 Lakh- (Rupees Two Lakhs Seventy Thousand Only)** valid for **8 ½ (Eight and Half) calendar months** from the scheduled date of opening of the **Bids** in a separate sealed envelope -

- 3.2.0 Any bid not accompanied by the required bid security/bid guarantee in accordance with the provisions of this clause shall be **rejected by the Owner and shall not be opened**.
- 3.3.0 The successful Bidder shall be required to keep its **bid security/bid guarantee** valid for a sufficient period till the performance security(ies) are furnished to the satisfaction of the Employer/ Purchaser. The **bid security/bid guarantee** of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required performance security (CPG).

The **Earnest Money Deposit/Bid Security/Bid Guarantee** must be submitted in physical form **in original** at the address of

The Executive Director (Projects),
National Highways & Infrastructure Development Corporation Limited
Regional Office- Guwahati 2nd Floor,
Agnishanti Business Park, Opp. AGP Office,
GNB Road,
Ambari, Guwahati-781001

on or before **11:00 Hrs on**, (i.e. should receive at ED (P), RO- NHIDCL Guwahati 1 hour Prior to the Schedule of Bid opening).

- 3.3.1 **Forfeiture of Earnest Money Deposit/Bid Security/Bid Guarantee**:. In addition to this, **Earnest Money Deposit/Bid Security/Bid Guarantee** may be forfeited on following grounds also:

- (i) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or

(ii) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid.

3.4.0 The contractor has the option to submit BG (towards EMD) using SFMS Platform. The account details of NHIDCL for the purpose of Bank Guarantee (towards EMD) to be issued using SFMS Platform are as given below:

Sr	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account NO	73653210000013
3	Branch Name	Canara Bank Specialized Government Business Branch
4	Beneficiary Bank IFSC Code	CNRB0007374
5	Beneficiary Bank Address	Kay M Plaza 1st floor Near KAR Bhawan GS Road Ganeshguri, Guwahati, Assam-781006

Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.
The CIN: U45400DL2014GOI269062.

In addition to the above, the Bank Guarantee (towards CPG) should be submitted in physical form as well.

3.7.0 No interest shall be payable by the Purchaser on the above Bid Security/ EMD.

3.8.0 The Bid Guarantee/EMD shall be forfeited on the following grounds:

- a) If a Bidder withdraws/modifies his bid during the period of bid validity;
Or;
- b) In case of a successful Bidder, if the bidder does not accept the arithmetical errors identified during evaluation of his bids;
Or;
- c) In case of a successful Bidder, if the Bidder fails to acknowledge the Letter of Award;
Or;
- d) In case of a successful Bidder, if the Bidder fails to sign the Contract;
Or;
- e) In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee;
Or;
- f) If the work is not commenced after the work is awarded to a Contractor.

3.9.0 ई.एम.डी/बोली सुरक्षा के लिए छूट | EXEMPTION TOWARDS EMD/Bid Security:

- 3.9.1 Micro and Small Enterprises (MSEs) registered with **Udyam Registration Portal** as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of **EMD/Bid Security**. This shall be subject to submission of **‘Udyam Registration Certificate’** with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.

4.0.0 प्रस्ताव का दायरा | SCOPE OF PROPOSAL:

- 4.1.0 The design, engineering, manufacture, testing, transportation & insurance, storage, erection, testing and commissioning, Dismantling, at site including associated civil works of Foundations etc. of

“DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3] BADARPUR BYPASS OF NHIDCL UNDER PMU SILCHAR.

4.2.0 The bidders are required to quote single percentage basis on the entire tender cost. It is important to note that bidders can submit their bids online only through <http://eprocure.gov.in/>

5.0.0 सुरक्षाकवच- | INSURANCE:

- 5.1.0 In accordance with the provisions of GCC Clause 30, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer’s inability as aforesaid.

(a) निर्माण सभी जोखिम नीति / ठेकेदार सभी जोखिम नीति | Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Parties insured	From	To
100% of erection price component	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance

****The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.***

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

- (III) The following add-on covers shall also be taken by the Contractor:
- i) Earthquake.
 - ii) Terrorism.
 - iii) Escalation cost (approximately @10% of sum insured on annual basis).
 - iv) Extended Maintenance cover for Defect Liability Period.
 - v) Design Defect.
- (IV) *Third Party Liability cover with cross Liability within Geographical limits of India as on Add-on cover to the basic EAR cover:*

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
• The third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period.	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period.

****The Deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account***

- (b) ऑटोमोबाइल देयता बीमा | Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(c) कर्मकार मुआवजा नीति | Workmen Compensation Policy:

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(d) ठेकेदार के संयंत्र और मशीनरी (सीपीएम) बीमा | Contractor's Plant and Machinery (CPM) Insurance:

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken

out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

5.2.0 सुरक्षा प्रावधान | SAFETY PROVISION:

5.2.1 The Contractor shall be responsible for the safety during all activities at the Site.

- I. The Contractor shall:
 - a. comply with all applicable safety regulations and Laws;
 - b. comply with all applicable safety obligations specified in the Contract;
 - c. Ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen /employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.
- II. All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard.
- III. The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.
- IV. The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.
- V. The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).

In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.

- VI. In case of any accident-
 - a. The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws.
 - b. The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.
- VII. POWERGRID's and NHIDCL Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the

work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.

VIII. It is mandatory for the Contractor to observe the following during the execution of the works:

- a. Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/gang.
- b. Contractor shall procure (if required) sufficient quantity of Earthing equipment /Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID/ NHIDCL Engineer In-Charge.
- c. The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.
- d. Contractor shall provide communication facilities as per requirement i.e. Walky - Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.
- e. The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.
- f. Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.
- g. First-aid box should be available at site.

IX. The Contractor shall provide safe working conditions to all workmen and potable /safe drinking water for workers at site /at camp with required hygiene and sanitation.

X. The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:

- a. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.
- b. Safety Policy/ Safety Document of the Contractor's company.
- c. Contractor shall also submit list of identified emergency facilities available at nearby site.
- d. Health checkup of all workers from competent agencies/ departments before deployment at site.
- e. Documentary evidences in regard to compliance to various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)

XI. In case of accidents, the following methodology will be adopted:

- a. In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered

non-responsive for all regional /site packages across NHIDCL (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 06 months reckoned from the date of the first fatal accident.

- b. Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across NHIDCL (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.
 - c. For every subsequent fatal accident in same financial year bids shall be considered non-responsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.
 - d. Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.
- XII. Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the "Safety Corpus Fund"

a.	Upon 1 st accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.
b.	Upon 2 nd accident causing fatal / accident causing 25% or more permanent disablement.	2% of the Contract price, as awarded.
c.	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2 nd accident	3% of the Contract price, as awarded.

For the purpose of recovery under this clause, the count of accident shall be package wise.

The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across NHIDCL (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.

- XIII. Non-reporting of any accident to the Employer in any on-going contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.

6.0.0 मूल्य आधार | PRICE BASIS:

6.1.0 The contract has been envisaged on **FIRM Price basis**, which shall not be applicable for **to price variation** for the entire duration of the contract. The bidding shall be on percentage basis on the entire bid cost.

7.0.0 बोली मूल्य और वैधता | BID PRICE & VALIDITY:

7.1.0 All the prices and terms & conditions quoted by the bidder shall be valid for a period of Six (6) calendar months from the date of opening of the technical bid (i.e. Envelope-I).

7.2.0 A bid valid for a shorter period shall be rejected as being non-responsive.

7.3.0 In exceptional circumstance, NHIDCL may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

7.4.0 बोली की वैधता | Bid Validity:

All the prices in the Second Envelope and terms & conditions in the proposal of First Envelope shall be valid for a period of **Six (6) calendar months** from the date of opening of the First Envelope.

7.5.0 In exceptional circumstance, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

8.0.0 बोलियों की तुलना | COMPARISON OF BIDS

8.1.0 The bids shall be compared on the basis of the Total Bid Price as quoted by the Bidder for the entire scope of proposal as defined in the Bidding Document. For comparison purposes, all the evaluated bid price shall be in **Indian Rupees** as under. (All the Bidders are required to Quote their Bid Price in INR only).

- (i) Taxes, duties and levies legally payable on the transactions between Contractor and the Owner.
- (ii) Any other charges as per the requirement of Special Conditions of Contract/Technical Specification over and above the items in the Bill of Quantity as assessed by the bidder.

9.0.0 भुगतान की शर्तें | TERMS OF PAYMENT:

The terms of payment against the package shall be as under:

FOR SUPPLY PORTION:

9.1.0. (95% (Ninety percent) of the Ex-works value including 100% F&I charges along with taxes & duties as per Contract shall be paid Quantity wise on submission of the . Following documents (No GST shall be paid on F&I).

- (i) Contractor's unconditional acknowledgement of the Letter of Award and Contract Agreement.
 - (ii) An unconditional and irrevocable Bank Guarantee for 10% of the total Contract Price towards contract performance as per Proforma.
 - (iii) Detailed Invoice with its GST Identification Number (GSTIN).
 - (IV) Invoice with 'Bill To' and 'Service/Ship To' along with GSTN of State where materials is to be delivered.
 - v) Lorry Receipt (L/R) duly receipted by NHIDCL's consignee as a proof of physical arrival of the consignment at site.
 - (vi) Material Inspection Clearance Certificate (MICC) issued by NHIDCL/Engineer In charge of NHIDCL/PGCIL Inspection Official (if applicable).
 - (vii) Material Receipt Certificate issued by NHIDCL consignee.
 - (viii) Insurance Premium Receipts.
 - (IX) Balance 5% (Five percent) of the Ex-works price shall be released after receipt of 5% the material against submission of bills in triplicate along with TOC (Taking Over Certificate) issued by POWERGRID's consignee.
- TOC (Taking over Certificate) shall be issued by Engineer-in-charge(s) after receipt of the materials in full & good condition at site(s) as per technical specification and on successful completion of entire Scope of the work.
- Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

9.1.1 FOR SERVICE PORTION:

Payment against service portion shall be made on acceptance of Letter of Award (LOA), signing the Contract Agreement and on submission of Contract Performance Guarantee (CPG), Insurance premium receipt and JMC as per the following:

Progressive Payment for Erection Price:

(A) 95% (Ninety five Percent) for each items of work shall be paid progressively, pro-rata basis at unit rates based on quantum of work done and certification by Engineer-in-charge/POWERGRID's representative. Balance 5% (five percent) for each items of work shall be paid on successful erection, final checking, testing & commissioning of entire works and issuance of Taking over Certificate (TOC).

(B) Commissioning for the purpose of payments shall mean satisfactory completion of all erection, commissioning checks and successful completion of all site tests and charging of the equipment's at rated voltage as per the Contract and to the satisfaction/approval of the PGCIL.

(C) All bills / Invoices shall be submitted to the respective Consignee for verification and arranging payments which shall be released by the GM,(P) NHIDCL PMU Silchar (The paying authority). Payment shall be released directly to the supplier/contractor

PAYING AUTHORITY: NHIDCL

- (I) The percentage (%) quoted shall be added on unit rates on pro-rata basis and shall be paid under the payment terms.

Mode of payment:

All the payments to be made directly to the Contractor under this contract shall be made by NHIDCL through electronic payment mechanism (**e-payment**) for which the necessary details as per standard format shall be tied up during execution of the contract.

- 9.1.2 **Balance 5% (five percent)** shall be paid after successful commissioning of the system and issuance of Taking over Certificate (TOC) by POWERGRID (The Utility Owning Agency).
- 9.1.3 **Retention Money:** From every payment for works due to the Contractor in accordance with the provisions of clause 9.0 the Authority shall deduct 5% thereof as guarantee money for performance of the obligations of the Contractor during the construction period (The Retention Money) subject to the condition that the maximum amount of Retention Money shall not exceed 5% of the Contract Price.
- 9.1.4: Upon occurrence of a Contractor Default the Authority shall without prejudice to its other rights and remedies here under are in law be entitled to appropriate the relevant amount from the Retention Money as damages for such Contractor default.
- 9.1.5. Within 15 days the date of issue of the completion certificate the Authority/Employer shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriate.

TOC (Taking over Certificate) shall be issued by POWERGRID' since being utility owing agency after successful completion of entire Scope of the work at Site.

- 9.1.6. The percentage quoted shall be added of Unit rates on Pro-rate basis and same shall be paid as per payment terms.
- 9.2.0 All the payments to be made directly to the Contractor under this contract shall be made by NHIDCL through electronic payment mechanism (e - payment) for which the necessary details shall be tied up during execution of the contract. Copy of e-banking application form is enclosed as Annexure-III. The same is to be furnished duly filled in along with the cancelled Cheque of the party.

9.3.0 भुगतान का तरीका | MODE OF PAYMENT:

Payments shall be made promptly by the Owner within 30-days of receipt of Contractor's invoice complete in all respect and supported by the requisite documents, if any. All the payments shall be released to the Contractor directly through e-payment mechanism. However, request for Account Payee Cheque shall be considered based on the merit of the case.

9.4.0 NO ADVANCE PAYMENT SHALL BE MADE AGAINST THE SUBJECT PACKAGE.

9.5.0 All payments shall be made in Indian Rupees only.

10.0.0 कर और शुल्क | TAXES AND DUTIES:

- 10.1.0 The price for supply of services viz. installation if any are excluding of GST, if any, payable. The GST will be reimbursable (along with subsequent variation, if any) by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the employer and the contractor.

It is the employer's understanding that as per extant provisions, on the charges for supply of services related to inland transportation, in-transit insurance, loading and unloading by the Contractor to the employer, GST is not payable. The contractor, is however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and the Employer shall not reimburse any GST on this account.

Employer would not bear any liability on account of any other taxes, duties, levies applicable locally.

Employer shall deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at source (TDS) certificate to the contractor.

The GST on materials obtained for the works from any source shall be borne by the Contractor. The liability of employer shall be limited to reimbursement of GST on the supply of services made by the Contractor. The input tax credit available if any under GST as per the relevant Govt. clause wherever applicable has however been taken into account by the Contractor.

- 10.2.0 Reimbursement of GST by the Employer shall be at the rate applicable on the HSN/SAC of the goods/services supplied by the contractor to the employer. The requirement of GST except advance payment shall be against Invoice/Debit note containing particulars specified under the GST Act and related rules, notifications etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and rules, the employer shall not be liable to make any payment against such invoice.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/judgment/notification/circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

The contractor shall comply with all tax laws in force in India. The contractor shall indemnify and hold harmless the employer from and against any and all liabilities, interests, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the contractor or its personnel, including the subcontractors and their personnel.

- 10.3.0 Owner's GSTIN shall be provided. While raising invoice/ proforma invoice for supply of goods, contractor shall bill to and ship to the address of the owner in the State/UT where the goods or part thereof is to be supplied and mention GSTIN of owner of the same state/UT.

In case of supply of services, the contractor shall invoice the owner using the GSTIN of owner in the state/UT in which the service or part thereof is to be rendered.

10.4.0 Notwithstanding anything contained above or elsewhere in the contract, in the event that the input tax credit of the GST charged by the contractor is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the contractor, the employer shall be entitled to recover such amount from the contractor by way of adjustment from any of the subsequent invoices submitted by the contractor to the employer. In addition to the amount of GST, the employer shall also be entitled to recover interest and/or penalty is imposed by the tax authorities on the employer for incorrect/wrong availment of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/incorrect compliance of the Contractor and the said determination shall be binding on the contractor.

11.0.0 दोष देयता अवधि | DEFECT LIABILITY PERIOD:

11.1.0 The party shall provide warranty against workmanship and for satisfactory performance for 12 months from the date of Taking over Certificate [TOC]. The defects occurred during the defect liability period shall be rectified by the contractor free of cost.

12.0.0 अनुबंध प्रदर्शन गारंटी सी.पी.जी(| CONTRACT PERFORMANCE GUARANTEE (CPG):

12.1.0 The successful bidder shall submit Contract Performance Guarantee in the form of BG for 3 % (**Three percent**) value of the contract price within 28 days from the date of LOA.

12.2.0 Issuing Banks:

The Bank Guarantee for Advance Payment Security (if applicable as per payment terms) and Performance Security are to be provided by the Supplier, which should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement)
- (c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer/ purchaser, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; Or (ii) a Public Sector Bank located in India; Or (iii) a scheduled commercial Private bank located in India .

q 1 (Format of BG for CPG is also attached as **Section (VI)** to this SCC).

The contractor has the option to submit BG (towards CPG) using SFMS Platform. The account details of NHIDCL for the purpose of Bank Guarantee (towards CPG) to be issued using SFMS Platform are as given below:

In addition to the above, the Bank Guarantee (towards CPG) should be submitted in physical form as well.

12.2.0 ~~_- DELETED---~~

OR;

12.3.0 *Alternatively, Bidder/Contractor can submit Contract Performance Guarantee(CPG) through online payment portal NHIDCL attached in the section 10 While making such online payment, .*

Sr	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account NO	73653210000013
3	Branch Name	Canara Bank Specialized Government Business Branch
4	Beneficiary Bank IFSC Code	CNRB0007374
5	Beneficiary Bank Address	Kay M Plaza 1st floor Near KAR Bhawan GS Road Ganeshguri, Guwahati,

The copy of 'Online Payment Acknowledgement - Suppliers' generated subsequent to the payment shall be submitted to the concerned department. The online payment facility shall be for payment in Indian Rupees only.

12.4.0.A contractor/bidder can opt for either CPG-BG/Security Deposit only once against the contractor for the entire contractual period.

12.5.0 In case of any amendment to the contract, the Contract price, as amended, shall be the reference price for determining the value of Contract Performance Guarantee (CPG). The contractor shall accordingly, increase / decrease the Bank Guarantee value submitted towards Contract Performance Guarantee (CPG) based on the final amended contract Price.

~~12.6.0 In case of delay in submission of Performance Guarantee within the period specified at 12.1.0 above, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:~~

~~12.6.1 The Warranty Period / Defect Liability Period shall stand extended and you shall accordingly extend the validity of the Performance Guarantee by the period of delay over and above the period required as per the Contract. Alternatively, if you fail to extend the validity of the Performance Guarantee an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee + 2% per annum on the Performance Guarantee amount corresponding to the facilities covered under the said Performance Guarantee shall be paid by you to . may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due under the Contract.~~

~~12.6.2 The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of Performance Guarantee.~~

12.7.0 CPG shall be returned to the contractor after 90 days of expiry of warranty period. The contract shall be deemed closed after release of CPG.

12.8.0 If the successful Bidder/contractor fails to execute the contract, Within 10 days after submission of Performance security, then the letter Of Award (LOA) shall be withdrawn and performance security shall be fortified by NHIDCL. Moreover, the contractor will be liable to be debarred for a period of 2 years from NHIDCL.

12.9.0 On submission of CPG and its acceptance by the Owner, the Bid Guarantee/EMD furnished at the time of bid opening shall be returned to the Contractor, within 15 days of signing of Contract Agreement, and receipt of contract performance Guarantee.

12.10.0 No interest shall be payable to the Contractor against EMD and Security Deposit.

13.0.0 कार्य पूरा होने की अवधि: WORK COMPLETION PERIOD:

13.1.0 *Time for Completion is the essence of Contract.* The Contractor shall commence work on the Facilities from the Effective Date of Contract (Time Schedule) to the Contract Agreement. The time schedule for completion of the delivery in all respect at sites shall be **18(Eighteen) months** from the date of **Signing of Agreement**. Detailed activity schedule shall be submitted in the appropriate schedule of Bid Proposal Sheets bid documents.

14.0.0 मात्रा में भिन्नता | QUANTITY VARIATION:

14.1.0 NHIDCL reserves the right to increase or decrease the tender quantity as per site requirements of Power Grid. In case of items falling under BOQ of the Agreement, the price variation shall be in accordance with Tender rates. In case of items not part of BOQ, the rates payable shall be as per latest Power grid SOR as determined by Power Grid and applicable Tender discount/premium.

14.2.0 The Contractor must submit any proposal of Quantity variation within 06(SIX) months from the date of agreement. Any proposal submitted thereafter shall not be entertained by the Employer subject to ROW/statutory clearance.

15.0.0 देरी के लिए परिनिर्धारित क्षति | LIQUIDATED DAMAGES FOR DELAY:

15.1.0 *Time is the essence of the Contract.* If the Contractor fails to complete the work within the time specified in the Notification of Award/Letter of Award or any extension granted thereof, the Contractor shall pay to the Owner as liquidated damages and not as penalty, a sum equivalent to half of **0.05% (zero point zero five percent)** of the contract price plus GST payable thereon

for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the contract, for each day of delay which shall elapse between the relevant time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent **05%(five percent)** of Contract Price plus GST payable thereon for the whole of the facilities (or a part for which a separate time for completion is agreed).

The parties agree that the sub specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.

The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve. The contractor from his obligations and liabilities under the contract.

In case of any amendment to the contract, the Contract price, as amended, shall be the reference price for determining the value of Liquidated Damages.

16.0.0 प्रगति रिपोर्ट | PROGRESS REPORT:

16.1.0 During execution of the Contract, the Contractor shall furnish monthly progress report including progress photographs to NHIDC/ Engineer In charge of POWERGRID in three copies in a format as specified by the Engineer-in-Charge indicating the progress achieved during the month, and the total progress up to the month against the schedule, reasons of delay, if any, and anticipated completion dates in respect of activities covered under the program me/schedules referred to above, if called for by NHIDCL/the Engineer-in-Charge of PGCIL resources data in a specified format and within a time schedule. The Contractor shall also furnish any other information that is necessary to ascertain progress, if called for by the Engineer-in-Charge of PGCIL.

16.2.0 The Contractor should achieve at -least 30% (Thirty Percent) Financial progress within 50% (Fifty per cent) Contract period. Failure of Contractor on this account shall be treated as Breach of Agreement and the Employer shall have right to Terminate the Contract Agreement.

17.0.0 अधिकार | RIGHTS:

NHIDCL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

18.0.0 बोली सहित दस्तावेज | DOCUMENTS COMPRISING THE BID:

18.1.0 The Bid shall be submitted by the bidders under “**SINGLE STAGE-SINGLE - TWO-ENVELOPE**” bidding procedure. Under this procedure, the bids shall be submitted in the following two envelopes-

First Envelope (also referred to as Techno-commercial Part) and Second Envelope (also referred to as Price Part).

18.2.0 In the First Envelope, the bidders shall submit the Techno-Commercial Part of the Bid containing the following.

Bid Form (First Envelope) duly completed together with all Attachments (shown below) will be uploaded on the portal as per the provisions mentioned therein. All Attachments identified in below shall be uploaded on the portal at or before stipulated deadline for submission of bids. (Attachments are in Section-VI of bid documents)

Technical Data Sheets shall be uploaded by the bidder on the portal as per the provisions mentioned therein, if any, duly completed by the Bidder.

(a) Attachment 1: Bid Guarantee / Bid Security Declaration:

A Bid Security / Bid Guarantee Declaration in separate sealed envelope for as per clause no.3.0.0 of SCC.

(b) Attachment 2: Power of Attorney:

Power of Attorney: (submission of Hard copy in “Original” and uploading of Scanned Copy) A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

~~(c) Attachment 3: Eligibility and Conformity (To attach by Bidder)~~

~~Eligibility and Conformity of the Facilities Documentary evidence established that the facilities offered by the Bidder in its bid or in any alternative bid are eligible and conform to the Bidding Documents. The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment. The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:~~

- ~~(i) a detailed description of the essential technical and performance characteristics of the facilities;~~
- ~~(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in~~
- ~~(iii) accordance with provisions of contract; and~~
- ~~(iv) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards,~~

~~brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.~~

~~(v) All details regarding after sale service support offered.~~

~~(vi) Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.~~

(d) Attachment 4: Subcontractors Proposed by the Bidder

- (i) The contractor, ether joint or solo, shall not sub-contract any works except the specialized work for which contractor has given information at the time of bidding. Provided, however, that in respect of the works carried out directly by the contractor, it may enter in to contracts for supply and installation of materials. Plant, equipment, safety devices, labour, as the case may be for such works. All obligations and liabilities under this contract for entire project shall all times remain under contractor.
- (ii) It is expressly agreed that the contractor shall at all times be responsible and liable for all its obligations under this contract notwithstanding anything contained in the agreements with its Sub contractors and no default under such agreement shall excuse the contractor from its obligations. In case of noncompliance of the contractor towards obligations of payment to the approved sub-contractors which is likely to effect the progress of works, the employer reserve the right to intervene and direct the contractor to release outstanding payment to the approved Sub contractors in the interest of work.
- (iii) Only with the prior approval of the Authority, specialized work can be sub- contracted up to 20% of the Project cost.

(e) (Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises):

The Employer encourages the Contractor to source items, components, raw material, services from Micro and Small Enterprises for development of the Micro and Small Enterprises The bidder shall furnish the details of the items, components, raw material, services which they propose to buy/avail from Micro and Small Enterprises for the purpose of completion of works.

(f) Attachment 5: Manufacturer's Authorization

Manufacturer's Authorization Form Scanned copy of above documents shall be uploaded.

(g) Attachment 6: Work Completion Schedule.

Attach Bar Chart for Work Completion Schedule Scanned copy of above documents shall be Uploaded.

(h) **Attachment 7: Guarantee/Warranty/Defect Liability Declaration.**

(i) **Attachment 8 Deleted**

(j) **Attachment 9: Declaration regarding Social Accountability.**

(k) **Attachment 10: Statutory details**

Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises Scanned copy of Sample Cheque (Cancelled) shall also be uploaded. In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing initial advance in addition to providing the other information as above.

(l) **Attachment 11: Additional Information (uploading of Scanned Copy, as applicable)**

(i) Certificate from their Banker(s) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

(ii) Details of Provident Fund Code Number of the Bidder.

(iii) Any other information which the Bidder intends to furnish.

(m) **Attachment 12: Declaration**

18.3.0 Second Envelope (Price Bid):

18.3.1 The **Second Envelope** shall contain **Bid Proposal Sheets on percentage basis (Second Envelope) and Bill of Quantities**

18.3.2 The Bidder shall have to quote the same on the **E-tendering portal <http://eprocure.gov.in/>** The Bidder shall complete the Bid Proposal Sheets and the appropriate Price Schedules furnished in the Bidding Documents. The bidding shall be on percentage on the entire tender cost.

18.3.3 बोली मूल्य | BID PRICES:

Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the **design, manufacture, including procurement and subcontracting (if any), delivery and completion of the facilities including supply of mandatory spares (if any)**. This includes all requirements under the Contractor's responsibilities for testing, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. **Items against which no price is entered by the Bidder will not be paid for by the Owner when executed and shall be deemed to be covered by the prices for other items.**

- 18.3.4 Bidders are required to quote the price for commercial, technical ,contractual obligations. ~~If a bidder wishes to make deviations ,such deviations shall be listed.~~
- 18.3.5 Bidders shall give percentage on the entire bid of the prices in the manner and detail called for in the Price Schedules. ~~Where no Price Schedules are included in the Bidding Documents, Bidders shall present their offers/price.~~
[\(https://eprocure.gov.in/\)](https://eprocure.gov.in/)
- 18.3.6 The bid price for (i) the items for which quantities have been indicated as lumpsum or lot or set and/or (ii) where the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer.
- 18.3.7 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the concerned authorities.
- 18.3.8 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications and the billing breakup referred to above shall be issued by the employer based on contractor's request, if and as may be required during the currency of the contract.
- 18.3.9 The price quoted in respect of all items in the above schedule shall be Inclusive of GST applicable on transaction between the Employer and the Contractor.
- (b) The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Employer shall not reimburse any GST on this account, if applicable.
- © Erection Charges are indicate the bid sheet
- (d) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.
- ~~(e) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Employer. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 12 as per the format enclosed in the Bidding Documents.~~
- ~~Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Employer in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Employer, provided the Bidder explicitly indicates in their~~

~~bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will neither be responsible nor be liable to compensate the Contractor, and the Employer shall have no financial liability on this account.~~

~~Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 12. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 12,, the same shall be construed to mean that no benefit has been passed on by the bidder to the Employer, and the Employer shall not issue any certificate to the contractor for availing the same even if admissible.~~

~~(f) Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.~~

19.0.0 बोली दस्तावेजों में संशोधन | AMENDMENT OF BIDDING DOCUMENTS:

19.1.0 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

19.2.0 The amendment will be notified only through the portal <https://eprocure.gov.in> which may be viewed by all prospective bidders who have purchased the Bidding Documents and will be binding on them. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

19.3.0 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify through portal <https://eprocure.gov.in> where all prospective bidder may see the extended deadline.

20.0.0 बोली प्रस्तुत करना | SUBMISSION OF BID:

It is mandatory for the bidder to submit the bid in following manner:

- (i) a) Electronic form of the bid for First Envelope (Techno-Commercial) covering details regarding Bid security etc.
- b) Electronic form of the bid for Second Envelope (Price -Part) covering details regarding summary of price details.

Electronic forms are to be filled in on the portal <https://eprocure.gov.in> as per provisions therein. These electronic forms shall be viewable by all the participating bidders after opening of bids.

- (ii) The soft copy of the bid consisting of the documents listed in **Clause 18.0.0 (SCC)** above, including relevant scanned documents shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.
- (iii) The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tempered/modified locked contents, the same shall be considered as non-responsive.
- (iv) **Hard copy** : Hard copy in original of Bid Security in accordance with clause 3.0.0 (SCC) above, Minimum Local Content Declaration, Power of Attorney duly signed and stamped on each page of all the documents shall be submitted by post or in person so as to reach Executive Director(p) NHIDCL Regional office GNB Road, Ambari Guwahati-781001 latest by **11:00 Hrs on**
- (v) **Sealing and Marking of Bids (Hard Copy):**

The Bidder shall upload the soft copy of the bid as per the provisions of the portal (refer above) and submit the hard copy of Bid Security, Minimum Local Content Declaration Power of Attorney, Joint Venture Agreement and Power of Attorney of Joint Venture Agreement and Joint Deed of Undertaking (if applicable), duly marked **First Envelope** (Techno - Commercial Part).

The Envelopes shall be properly sealed and shall bear the name of Package, Enquiry/NIT No./ Specification No. and marked with **“Not to be Opened before**

The Envelope(s) shall be addressed to:
The Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office- Guwahati
2nd Floor, Agnishanti Business Park,
Opp. AGP Office, GNB Road,
Ambari, Guwahati-781001

- 20.1.0 **Bid Security, Minimum Local Content Declaration and Power of Attorney** in original shall be submitted in separate super-scribed envelopes (one for Bid

Security, Minimum Local Content Declaration, and another for Power of Attorney) marked as **First Envelope (Techno-commercial Bid)**.

All the envelope(s) shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late” or received without EMD/Bid Security,(if any).

If the outer envelope is not sealed and marked as required above, the Owner will assume no responsibility for the bid’s misplacement or premature opening.

20.2.0 The bid shall contain no alterations, omissions or additions, unless such corrections are initiated by the person or persons signing the bid.

20.3.0 The List of following documents shall be scanned & uploaded on the portal as per table given below:

Sl. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Constitution of legal status	legal.pdf
2.	The principal place of business	principal.pdf
3	The place of Incorporation or the place of registration and the nationality of the owner.	incorporation.pdf
4.	Technical Experience certificate issued by utility.	techexp.pdf
5.	Financial Balance Sheets (for last five years).	Balsheet.pdf
6.	Manufacturing capacity	mancap.pdf
7.	Average Manufacturing	avecap.pdf
8.	Technical GTP	gtp.pdf
9.	Type Test Report	ttreport.pdf
10.	Bank Certificate	bank.pdf
11.	Manufacturer Authorization	manuauth.pdf
12.	Work Schedule (BAR Chart)	barchart.pdf
13.	Guarantee Declaration	guarantee.pdf
14.	Cancelled Cheque	cheque.pdf
15.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
16.	MSE owned by women	MSE_Women certificate.pdf
17.	Other Documents	other.pdf

20.5.0 बोली जमा करने की समय सीमा | Deadline for Submission of Bid:

Soft copy of the bid shall be uploaded through the portal <https://eprocure.gov.in> at or before Hrs onHard copy of Bid Security as mentioned above in separate envelope, Integrity Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture

Agreement (if applicable) must be received by the NHIDCL at the address specified above not later than Hrs on

In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day. Bids once received by the Purchaser shall not be returned except otherwise provided in the Bidding Documents.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Clause 18.0.0 of SCC (above) for the reasons specified therein at any time prior to opening of bids by the Purchaser, in which case all rights and obligations of Purchaser and bidders will thereafter be subject to the deadline as extended.

20.6.0 देर से बोली | Late Bids:

Soft copy of the bid will not be uploaded on the portal after expiry of submission time and shall not be permitted the same by any other mode, accordingly his bid stands rejected. Hard copy (refer as above) of the bid received by the Purchaser after the bid submission deadline prescribed as above, will be rejected and returned unopened to the Bidder.

20.7.0 बोलियों का संशोधन और वापसी | Modification and Withdrawal of Bids:

~~20.7.1 Bidder may modify its bids through the relevant provisions on the portal <https://eprocure.gov.in/>. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Purchaser prior to the deadline prescribed for bid submission.~~

~~20.7.2 The Bidder's modifications shall be done and submitted as follows:~~

- ~~———— (i) Modified Electronic form of the bid as per the provision of portal therein.~~
- ~~———— (ii) Soft copy of the entire bid if any modification is there.~~

20.7.3 Bidder may withdraw its bid through the relevant provisions of portal only.

20.7.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiry of the bid validity period specified as per tender provision. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to **Clause 3.0.0 (SCC)**.

21.0.0 बोली खोलना और मूल्यांकन | Bid Opening and Evaluation

21.1.0 मालिक द्वारा पहला लिफाफा खोलना | Opening of First Envelope by Owner:

21.1.1 The Owner will open the **First Envelope** i.e. Techno - Commercial Part in public, including **withdrawals and modifications** (made if any) in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the NIT (/as per tender provision). The bidders' representatives who are present shall sign a register evidencing their attendance.

In the event of the specified date for the submission of bids being declared a holiday for the Owner, the bids will be received up to the appointed time on the next working day.

Bidders who have submitted their bid may view on line tender opening on the portal from their end.

21.1.2 During the opening of bids, Envelopes marked “**Withdrawal**” shall be opened first. Bids withdrawn pursuant to **Clause 19.0.0 (SCC)** shall be not be opened.

~~21.1.3 The bidders’ names, deviation having cost of withdrawal, if any, the presence of bid security, and any such other details as the Owner may consider appropriate, will be declared through the portal by the purchaser. Subsequently, all envelopes marked “**Modification**” shall be opened.~~

Bids not accompanied by requisite Bid Security and Integrity Pact (if applicable) shall be rejected and such bids (**hard copy as per 19.0.0 of SCC**) shall be returned to the Bidder unopened. **Soft copy of the bids shall be send to archive unopened.**

However, opening of bid, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in the bidding document.

21.1.4 The Owner shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present.

21.1.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/ **send to archive unopened.**

21.2.0 बोलियों का स्पष्टीकरण | Clarification of Bids:

During bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through portal, and no change in the price or substance of the bid shall be sought, offered or permitted.

21.3.0 प्रथम लिफाफे की प्रारंभिक परीक्षा | Preliminary Examination of First Envelope:

21.3.1 The Owner will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

21.3.2 The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

21.3.3 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. ~~Any deviations, conditionality or reservation introduced in the Bid,~~

~~Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations.~~

~~———— A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.~~

~~21.3.4 Bids containing deviations from critical provisions relating to (a) Price Basis and Payments & Price Adjustment, (b) Bid Guarantee, (c) Contract Performance Guarantee, (d) Liquidated Damages, (e) Guarantee / Warranty and (f) Payment will be considered as non-responsive pursuant to **Clause No.11.4 of Section-INB of Conditions of Contract.**~~

~~———— However, the bidders, wishing to propose deviations to any of the above provisions, must provide in the Commercial Deviations Schedule of Bid Proposal Sheet in their bid, the cost of withdrawal of such deviations. If the deviation to any of these provisions is **not priced, the bid will be rejected.** The evaluated cost of the bid shall also include the cost of withdrawal of the deviations.~~

~~21.3.5 If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.~~

21.4.0 QUALIFICATION:

~~21.4.1 The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.~~

~~21.4.2 The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Owner. The Owner shall be the sole judge in this regard.~~

~~21.4.3 The Owner may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.~~

~~21.4.4 An affirmative determination will be a prerequisite for the Owner to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.~~

22.0.0 Evaluation of Bids:

22.1.0 The Owner will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders and other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in the bid and those deviations not so identified. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
- (c) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (d) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.
- (d) The acceptability of the vendors and subcontractors proposed in the Bid Proposal Sheet to be used by the Bidder will be evaluated.

22.2.0 The Owner will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the ENVELOPE-1: Techno - Commercial Part are **liable to be rejected**.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the bidder does not accept the correction of errors as per this Clause, its bid will be rejected and the amount of Bid Security forfeited.

**22.2.0 अंकगणितीय त्रुटियों को निम्नलिखित आधार पर ठीक किया जाएगा |
Arithmetical errors will be rectified on the following basis:-**

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. The subtotal, total price or the total bid price, irrespective of the discrepancy between the amount indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors, its bid will be rejected and the amount of Bid Security forfeited.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. ~~It shall, however, be considered in case of award.~~

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Owner based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Owner. The rate and amount so ascertained by the Owner shall prevail.

In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, **the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.**

~~22.3.0 The comparison shall be on the total price and with consideration of applicable discount.~~

~~— The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.~~

~~— The Owner's comparison will also include the costs resulting from application of the evaluation procedures described below.~~

22.4.0 The Owner's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Owner.

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified.
- (b) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;
- (c) any other relevant factors.

~~22.5.0 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price."~~

23.0.0 अनुबंध मानदंड | AWARD CRITERIA:

23.1.0 The Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

~~23.2.0 The Owner may request the Bidder to withdraw any of the deviations listed in the winning bid.~~

~~— At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment-6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.~~

~~— Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.~~

23.3.0 **खरीद की प्राथमिकता | PURCHASE PREFERENCE:** Purchase preference will be as per **Annexure-D** and its appendix. Bidder needs to submit Affidavit of Self

certification regarding Local Content in line with PPP-MII order and MOP order, if applicable, to be provided **on a non-judicial stamp**

24.0.0 अनुबंध का क्षेत्राधिकार | JURISDICTION OF CONTRACT :

Guwahati Court alone shall have exclusive jurisdiction in all matters arising under this contract.

25.0.0 अनुबंध के निष्पादन का तरीका | MANNER OF EXECUTION OF CONTRACT:

25.1.0 The agreement will be signed in **TWO Originals** and the Contractor will be provided with one signed original and the rest will be retained by the Owner. This provision shall be applicable in case of the Contract having value of **Rs.25 Lac** and above.

26.0.0 मध्यस्थता | ARBITRATION:

The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended up to date. Venue of the arbitration shall be Guwahati

27.0.0 इंजीनियर | ENGINEER:

The Site-in-Charge/Engineer In-charge of PGCIL/NHIDCL shall be the Engineer for the purpose of execution of this Contract. The Officer In-charge as designated by PGCIL shall be responsible for overall supervision monitoring quality control regarding the execution of the project.

27.1.0 The Office/Engineer In-Charge of PGCIL/NHIDCL shall be fully competent to issue instruction for proper monitoring, supervision of the project. Wherever concerned officers issues any instruction are noticed to the Contractor, he shall endorse copy thereof to GM (P), NHIDCL, PMU- Silchar.

27.2.0 The Engineer In-Charge of PGCIL shall perform the duties and exercise of the authority with the provision of the Contract/MoU.

27.3.0 The Engineer In-Charge of PGCIL/NHIDCL shall be responsible for issuing of Completion Certificate and Taking Over Certificate without any delay after the Completion of the Project.

27.4.0 The Engineer In-Charge of PGCIL/NHIDCL may issue instructions for rectifying any defect.

27.5.0 The instruction issued by the Engineer In-Charge of PGCIL/NHIDCL shall be in writing however if the Engineer issues oral instruction to the Contractor, it shall confirm oral instruction in writing within two days of issuing them.

27.6.0 In case of any dispute arising during the execution of the Contract the same should be mutually settled between Engineer In-Charge, NHIDCL and the Contractor.

28.0.0 अन्य आवश्यकताएँ | OTHER REQUIREMENTS:

a) Unless otherwise provided in the Bill Of Quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, lifts, and depths of buildings and nothing extra shall be payable to him on this account.

b) No payment shall be made to the Contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of

the work. The damage to the work will be made good by the Contractor at his own cost and no claim on this account shall be entertained.

- c) Some restrictions may be imposed by the security staff on security grounds on the working and/or movement of labour, materials, etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- d) The Contractor shall provide at his own cost suitable weighing measuring arrangements at site for checking of weight/dimensions as may be necessary for execution of work.
- e) No claim for interest will be entertained by NHIDCL in respect of any balance payments or any deposits which may be held with Owner due to any dispute between NHIDCL and Contractor.
- ~~f) In case any item is repeated in sub-heads, the minimum quoted rate shall be payable.~~
- g) Unless otherwise specified in the Bill of Quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water being high or due to any other cause whatsoever.
- h) Nothing extra will be paid for intricate, concrete shuttering or reinforcement and/or reinforcement work.
- i) Nothing extra shall be paid for any intricate concrete or reinforcement work for foundations of equipment and machinery and for other foundation/superstructure works or for any delay inherent in concreting in small and thin sections in concrete or RCC work, etc.
- j) Nothing extra shall be paid in concrete/RCC works for all re-vetting, chamfering, grooving, soaking, throating, weathering, moulding, etc. to accord with details shown on the working drawings.
- k) While executing the contract, the contractor shall stand committed to comply with all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa-intl.org) and maintain the necessary records. Further, all statutory deductions viz. cess on labour welfare at applicable rate etc. shall be deducted from the contractor's bill.
- l) For reasons which may include unsatisfactory performance of the works under the Contract, or the Contractor resorting to unacceptable or unlawful and fraudulent business practices either during bidding or during execution of the Contract, or for any other reason whatsoever, NHIDCL may at its discretion forbid the Contractor from participating in any future bidding process for a specified period of time. ***In the event of furnishing of false/forged documents/information's by the bidder, the bidder shall be considered***

disqualified and NHIDCL shall forfeit the Bid Guarantee / Earnest Money Deposit under the Bid.

- m) Bidder/Contractor shall keep all the knowledge and information not within the public domain which may be acquired during the carrying out of this assignment, strictly confidential for all time and for all purpose.
- n) The various field and laboratory tests involved as per quality plan/Technical Specification/Direction of Engineer In-Charge are to be carried out by successful Bidder (Contractor) at his own cost and additional payment shall be considered on this account. The Bidders should take into account this aspect while submitting their offers.
- o) The supervision charges of PGCIL and Shut down charges on actual basis shall be borne by the NHIDCL.

29.0.0 बाएंओवर सामग्री I-Left-Over Materials:

29.1.0 It shall be the responsibility of the Contractor to take back the left over materials, if any, arranged and transported by him and clear the site within 30 days of completion of works. Beyond this period, NHIDCL shall have the right to dispose of these materials for clearing the site in a manner as deemed fit at the risk and cost of the Contractor without serving him any notice in this regard.

30.0.0 व्यापार पर प्रतिबंध IBANNING OF BUSINESS:

- If the Contract has to be terminated due to the non-performance of the contractor, then the contractor shall be liable to be banned from participating in future tenders of NHIDCL for such periods as may be deemed fit.
- 31. Coordination at Site. The selected bidder has to closely coordinate with the existing EPC Contractor of that particular package where shifting transmission line is needed for Highway construction.
The selected bidder has to ensure not to block or not to cause any hindrance of the ROW of the EPC Contractor which may in adversely affect the highway construction work the selected bidder may have to pay penalty on account of willful dumping of line materials on EPC ROW and any other associated activity. The selected bidder has to submit brief declaration to this effect.
 - 32. The dismantled material shall belong to the Contractor.
 - 33. The various field and laboratory tests involved as per the Quality plan/ Technical specifications/ directions of Engineer- in-charge are to be carried out by the successful Bidder (Contractor) at his own cost and no additional Payment shall be considered on this account. The bidders should take in to account this aspect while submitting their offers.
 - 34. All charges on account of GST on materials obtained for the works from any source shall be borne by the Contractor. The liability of the Employer shall be limited to reimbursement of GST on the supply of services made by the Contractor. The input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has, however, been taken in to account by the contractor.

35. The Contractor shall furnish to the employer the details/documents evidencing the Contractors Compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the Employer. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees Provident Fund and Misc. provisions Act 1952 to the Employer. For this purpose, the Contractor as well as its Sub-Contractor(s) should have Provident Fund code Number and all the workers deployed by the Contractor or sub-Contractor must be enrolled as members of Provident Fund having a Universal Account Number (UAN).
36. Price Basis: All Prices Shall remain firm till the entire duration of Contract, or any extension thereof, and no Price Variation shall be Payable.
37. **STATUARY REQUIREMENTS:** All statutory requirements inter alia including requisite insurances and Labor License (IF Applicable) as per Govt. Of India laws, by- laws etc. shall be complied by the Contractor during the Currency of the Contract.
38. An MOU/Agreement between NHIDCL and POWERGRID would be signed for execution of the work under this contract. The entire work shall be carried out by the Contractor under the Supervision of POWERGRID. All instructions issued by POWERGRID shall have the same force as that of NHIDCL. Except expenses related to (a) Procuring ROW, (b) Statuary clearances, (c) Crop/Tree compensation, (d) Shutdown charges; all other responsibilities of NHIDCL shall be borne by the Contractor. A draft MOU is placed at Annexure for reference of all Bidders.
39. For carrying out work under supervision of POWERGRID, the Contractor shall follow all specifications of POWERGRID and follow POWER GRID construction methodology. The Contractor shall raise regular Request for inspection (RFIs) with POWERGRID and should get all works certified to the satisfaction of POWERGRID.
40. **WORK COMPLETION:** In order to complete the works to POWERGRID, all the required test, checks, shall be carried out by the Contractor at its cost. The works shall be considered to be completed only after issuance of Taking Over certificate by the POWERGRID. This is supplementary to the GCC37.0.
42. **ORDER OF PRECEDENCE:**
In case there is conflict among various documents of the contract, the following order of precedence will be followed:
- a) Contract agreement
 - b) Detailed letter of Award
 - c) Letter of Award.
 - d) Description in the Bill of Quantities.
 - e) Special Conditions of contract.
 - f) Drawings .
 - g) Technical specifications.
 - h) General conditions of contract.

- i) Tender tower spotting data, Drawing.
- j) CPWD specifications, latest.
- k) IS Specifications.

**** END OF SCC ****

Section-VI
Annexure-B

**PROFORMA OF BANK GUARANTEE FOR
BID GUARANTEE**

(To be stamped in accordance with stamp act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref: _____
No. _____

Bank Guarantee

Date. _____

To,

Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001

Dear Sirs,

In accordance with Invitation to Bid under your Specification No. _____ M/s _____ having its Registered/Head Office at _____ (hereinafter called the 'Bidder') wish to participate in the said Bid for _____ and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid upto _____ on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the _____ Bank at _____ (local address) having our Head Office at _____ guarantee and undertake to pay immediately on demand by NHIDCL the amount of _____ (in words & Figures) _____ without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including _____ @ _____. If any further extension of this guarantee is required, the same **shall be extended to such required period (not exceeding one year)** on receiving instruction from M/s _____ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20____ at _____

WITNESS

.....

(Signature)

.....

(Signature)

.....
(Name)

.....
(Official Address)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Date.....

@ This date shall be thirty (30) days after the last date for which the bid is valid

Annexure-C
PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE
(To be stamped in accordance with stamp act)

Ref: _____
No. _____

Bank Guarantee
Date. _____

To,
Executive Director (P)
National Highways & Infrastructure Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001

Dear Sirs,

In consideration of the National Highway & Infrastructure Development Corporation Limited, (hereinafter referred to as "NHIDCL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered/Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a contract by issue of NHIDCL's Letter of Award No. _____ dated _____ and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No _____ dated _____ valued at Rs. _____ for work of _____ (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for faithful performance of the entire Contract equivalent to Rs. _____ * (3%) of the said value of the Contract to NHIDCL.

We _____ (Name & Address)

having its Head Office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NHIDCL on demand any and all monies payable by the Contractor to the extent of Rs. _____ as aforesaid at any time up to _____ ** (days/month/year) without any demur, reservation, contest, recourse or protest and /or without any reference to the Contractor.

Any such demand made by NHIDCL on the Bank shall be conclusive and binding notwithstanding any difference between the NHIDCL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of NHIDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the NHIDCL discharges this guarantee.

NHIDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the

Contract by the Contractor. NHIDCL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between NHIDCL and the Contractor or any other course or remedy or security available to NHIDCL. The Bank shall not be released of its obligations under these presents by any exercise by NHIDCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHIDCL or any other indulgences shown by NHIDCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that NHIDCL at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee NHIDCL may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ and it shall remain in force upto and including _____** and shall be extended from time to time for such period (not exceeding one _____ year), as _____ may _____ be _____ desired _____ by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20____ at _____

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Date.....

NOTES:

* This Sum shall be three percent (3%) of the Contract Price

** The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.

\$\$ The stamp papers of appropriate value shall be purchased in the name of issuing Bank

Annexure-D
PURCHASE PREFERENCE

Preference for procurement of goods/services/works from 'Class -I local suppliers' under Public Procurement (Preference to Make in India) Order, 2017

In line with Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order),

#'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 issued by Ministry of Power (MoP Order).

Or

Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued by Department of Telecommunications (DoT), Ministry of Communications, Government of India, vide Notification dated 29.08.2018 (DoT Order)

[# Choose as applicable while preparing bidding documents/amendments]

and any subsequent modifications/Amendments, if any, 'Class -I local suppliers' shall be eligible for purchase preference as follows:

- (i). For the purpose of purchase preference under the PPP-MII Order 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class -I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%*.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'. Presently, for 'Class-II local supplier', the 'local content' requirement is minimum 20%*.

[* The Minimum Local Content percentage for Class-I and Class-II Local Suppliers to be suitably incorporated in line with directions issued by the Nodal Ministries in this regard. This note may be removed while issuing bidding documents]

The lowest evaluated bid before e-RA shall be denoted as X1. The lowest evaluated bid after e-RA shall be denoted as L1. In cases where e-RA is not conducted, L1=X1=lowest evaluated bid.

'Margin of Purchase Preference' means the maximum extent to which the price quoted by a 'Class -I local supplier' may be above the X1 for the purpose of purchase preference. Presently, this margin shall be 20%.

- (ii). If L1 bid is from a 'Class -I local supplier', the contract will be awarded to L1.
- (iii). If L1 bid is not from a 'Class -I local supplier', the lowest evaluated bidder among the 'Class -I local suppliers' based on the price after e-RA# will be invited to match the L1 price subject to 'Class -I local supplier's' Evaluated Bid Price before e-RA

falling within the Margin of Purchase Preference i.e. +20% of X1 and the contract shall be awarded to such 'Class -I local supplier' subject to matching the L1 price.

- (iv). In case such lowest eligible 'Class -I local supplier' fails to match the L1 price, the eligible 'Class -I local supplier' with the next higher bid within the Margin of Purchase Preference as brought at (iii) above, shall be invited to match the L1 price, and so on, and the contract shall be awarded accordingly.

For the purpose of iii and iv above, the order in which the 'Class -I local supplier' shall be given an opportunity to match L1 price will be in the order of their rank (lowest evaluated price first) determined as follows:

- Price after e-RA in case of eligible 'Class -I local supplier' shortlisted for e-RA.
- Price before e-RA in case of eligible 'Class -I local supplier' not shortlisted for e-RA.

- (v). In case none of the 'Class -I local supplier' within the Margin of Purchase Preference matches the L1 price, then the contract shall be awarded to the L1 bidder.

- (vi). 'Class-II Local supplier' will not get purchase preference.

- (vii). The 'Class -I local supplier'/'Class-II Local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier'/'Class-II Local supplier', as the case may be and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class -I local supplier'/'Class-II Local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. False declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the subject Order. Further, in case of price reduction during e-RA or while agreeing to match L1 price pursuant to the purchase preference extended, the revised prices shall be quoted ensuring that classification of the bidder ('Class -I local supplier'/'Class-II Local supplier', as the case may be) remains unchanged.

NOTE: QR, Integrity Pact and e-RA shall not be applicable in case of Limited tender Enquiry.

Annexure-E

Format for Affidavit Of Self Certification Regarding Local Content In Line With PPP-MII Order:

- Specification No.:
- Tender Document Ref.: No.:.....

Name of the Package:

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and #MOP order/DoT order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date: I _____ S/o, D/o, W/o, _____ Resident
of _____ hereby solemnly
affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **04/06/2020** (hereinafter PPP-MII Order)

#'Public procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020 issued by Ministry of Power (hereinafter MoP order)

Or,

#'Public procurement (Preference to Make in India) Order 2017- Notification of Telecom products, Services or Works issued vide Notification No. 18-10/2017-IP dated 29.08.2018 by Department of telecommunications (DoT), (hereinafter, DoT-order)

and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/NHIDCL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for *(Enter the name of the package)*.

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content' as defined in the PPP-MII order and #MoP order /DoT order in the goods/services/works supplied by me for *(Enter the name of the package)* is percent (%).

That the goods/services/works supplied by me for *(Enter the name of the package)* meet the 'Local Content 'requirement as defined in the PPP-MII order and #MoP order /DoT order for 'Class -I local supplier'/'Class-II Local supplier (choose as applicable).

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at *(Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the Goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the

assessment of procuring agency (ies)/NHIDCL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **#MoP order/DoT order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for 'Class -I local supplier'/'Class-II Local supplier (choose as applicable)
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity) Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

Choose as applicable.

**Annexure-F
INTEGRITY PACT**

Between

**National Highways & Infrastructure Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office
GNB Road, Ambari, Guwahati-781001**

hereinafter referred to as

"NHIDCL",

and

[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]

having its Registered Office at _____
(Insert full Address)

and

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its Registered Office at _____
(Insert full Address)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

NHIDCL intends to award, under laid-down organisational procedures, contract(s) for

[Insert the name of the package]

_____ Package and Specification
Number _____. NHIDCL values full compliance with all

[Insert Specification Number of the package]
relevant laws of the land, rules, regulations, economic use of resources, and of
fairness / transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, NHIDCL and the above named Bidder/Contractor enter
into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of NHIDCL

- (1) NHIDCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of NHIDCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) NHIDCL will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. NHIDCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) NHIDCL will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.
- (2) **If NHIDCL obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, NHIDCL will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under NHIDCL's Rules.**

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder/Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give **to any of NHIDCL's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) **The Bidder/Contractor shall not pass any information provided by NHIDCL as part of business relationship to others and shall not commit any offence under PC / IPC Act.**
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly

in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

- e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of NHIDCL.
 - g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, NHIDCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, NHIDCL may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with NHIDCL's policy for "Black-Listing of Firms / Banning of Business"**. The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, NHIDCL may revoke the **ban** prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If NHIDCL has disqualified the Bidder from the tender process prior to the award under Section III, **NHIDCL is entitled for forfeiture of the Bid Guarantee under the Bid.**
- (2) If NHIDCL has terminated the contract under Section III **or if NHIDCL is entitled to terminate the contract under Section III**, NHIDCL **shall be entitled** to forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall **disclose in its Bid any** transgressions occurred in the last 10

years with any other Public Sector Undertaking or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle.

- (2) If the Bidder makes incorrect statement on this subject, it can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and further action can be taken in line with NHIDCL's policies.

Section VI - Equal treatment to all Bidders / Contractors

- (1) NHIDCL will enter into agreements with identical conditions as this one with all Bidders.
- (2) NHIDCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If NHIDCL obtains knowledge of conduct of a Bidder or a Contractor or its subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if NHIDCL has substantive suspicion in this regard, NHIDCL will inform the Chief Vigilance Officer (CVO).

(*)Section VIII - Independent External Monitor/Monitors

- (1) NHIDCL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**
- (2) **The panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, NHIDCL, **giving joint findings**, at the earliest. **The panel of IEMs** may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, NHIDCL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of NHIDCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their** documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) NHIDCL will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between NHIDCL and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of**

Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Director, NHIDCL and recuse himself/herself from that case

- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he / **she** will so inform the Chairman-cum-Managing Director, NHIDCL and request the Chairman-cum-Managing Director, NHIDCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to NHIDCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to NHIDCL.
- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, NHIDCL within 8 to 10 weeks from the date of reference or intimation to him by NHIDCL and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman-cum-Managing Director, NHIDCL, a substantiated suspicion of an offence under **PC / IPC Act**, and the Chairman-cum-Managing Director, NHIDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) **While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, NHIDCL and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.**
- (10) The word '**IEM**' would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section - I : Invitation for Bids and/or Clause ITB 9.3 in Section - III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.*

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of NHIDCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made.**

- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
 - (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
 - (5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**
 - (6) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM[#]** in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- # CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.*
- (7) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & On behalf of NHIDCL)

(Office Seal)

Name: _____

Designation: _____

Witness 1 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

(Signature) _____
(For & On behalf of Bidder/ Partner(s) of
Joint Venture/ Contractor)

(Office Seal)

Name: _____

Designation: _____

Witness 1 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

(To be executed on non-judicial stamp paper)

Contract Agreement No.

Dated: ____ . ____ . 2025

This Agreement made this day of, **two thousand Twenty three** between National Highways & Infrastructure Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at HQ, NHIDCL, 1st & 2nd Floor, World Trade Centre, Nauroji Nagar, New Delhi-110029 (hereinafter referred to as the 'Owner' or 'NHIDCL' which expression shall include its administrations successors, Act 1956 having its Registered Office at _____ [hereinafter referred to as the 'Contractor' or _____ (**name of the Contracting Co.**) which expression shall include its administrators, successors, executors and permitted assigns] of the other part.

WHEREAS NHIDCL desirous of The design, engineering, manufacture, testing, transportation & insurance, storage, erection, testing and commissioning, at site including associated civil works, for,

"DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]"

Invited Bids for: "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]"BADARPUR BYPASS PROJECT OF NHIDCL UNDER PMU SILCHAR.

AND WHEREAS _____ (**name of the Contracting Co.**) had participated in the above referred bidding vide their Proposal No. "**_____**" dated _____ and awarded the Contract to _____ (**name of the Contracting Co.**) on terms and conditions of the documents referred to therein, which have been acknowledged by _____ (**name of the Contracting Co.**) resulting into a "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 Article

1.1 Award of Contract

NHIDCL has awarded the Contract to _____(Name of the Contracting Co.) for the work of “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3] of Badarpue Bypass Project of NHIDCL Under PMU Silchar.” on the terms and conditions contained in its Notification / Letter of Award No. _____ and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the ‘Contract Documents’ referred to in the succeeding Article.

2.0 Contract Documents

2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- i) NHIDCL’s Bidding Documents in respect of NIT No. _____ issued on the E-tendering portal consisting of Detailed Notice Inviting Tender, Special Conditions of Contract, Bid Proposal Sheet (BPS), Conditions of Contract for Supply-Cum-Erection Contract and all other Sections entitled “Conditions of Contract”.
- ii) NHIDCL’s Technical Specifications issued vide its Letter No. _____.
- iii) _____(name of the Contracting Co.) Proposal No. _____ dated _____ along with Bid Proposal Sheets, Data Requirements, payment terms and Work Schedules submitted by _____(name of the Contracting Co.) entitled as “BID”.
- iv) NHIDCL’s Notification / Letter of Award No _____ duly acknowledged by _____(name of the Contracting Co.).

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents (Vol. I & II) and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its Proposal but not agreed to specifically by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the ‘Agreement’.

3.0 Conditions & Covenants

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other terms and conditions are contained in NHIDCL’s Notification / Letter of Award No _____ read in conjunction with other aforesaid Contract documents. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include supply of all such items which are not specifically mentioned in the Contract documents, but which are needed for

successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the Specifications under **‘Exclusions’ or Letter of Award** .

3.3 Time Schedule

- 3.3.1 Time is the essence of the Contract and schedules shall be strictly adhered to. _____**(name of the Contracting Co.)**. shall perform the work in accordance with the agreed time **Schedule**.

3.4 Quality Plans

- 3.4.1 **NHIDCL & PGCIL will carry out Quality Audit and Quality Surveillance of systems and procedure of his (Contractor's) quality control in accordance with technical specification & Bidding documents. NHIDCL shall also examine quality of subcontracted items only from the vendors approved by PGCIL.**

- 3.5 It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as Supply-cum-Erection Contract or indicates the break-up of the Contract consideration, for convenience of operation and for payment of sales tax on supply portion, it is in fact one composite Contract on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

- 3.6 The Contractor guarantees that the equipment supplied under the Contract shall meet the ratings and performance parameters as stipulated in the Technical Specifications (Volume-II) and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the equipment package.

- 3.7 It is further agreed by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.6 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deductions from the Contract price, Contract Performance Guarantee and/or otherwise.

The **Contract Performance Guarantee furnished by the Contractor** is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the Owner and the Contractor pending before any court tribunal, arbitrator or any other authority.

- 3.8 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall super cede any prior correspondence, terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

- 4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & Arbitration as specified in clause No.48 and 49 of the General conditions of the contract of the provisions of the Indian Arbitration Act, 1996 and its subsequent amendments, if any, shall apply.

4.2 The Guwahati (Assam) Courts alone shall have exclusive jurisdiction in all matters arising out of this Contract.

4.3 **Notice of Default**

Notice of default given by either party to the other party under agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgment or by telex or by registered mail with acknowledgment due addressed to the signatories at the addresses mentioned hereinbelow.

NOTICE TO _____(name of the Contracting Co.).	NOTICE TO NHIDCL
<hr/> (name of the Contracting Co.), ADDRESS _____ Mob Mobile No. _____ E-m Email: _____	National Highways & Infrastructure Development Corporation Limited Regional Office, 2nd Floor, Agnishanti Business Park, Opp. AGP Office GNB Road, Ambari, Guwahati- 781001 King Attn. _____

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Guwahati.

WITNESS

1. _____

(Signature for and on behalf
of NHIDCL)

Annexure- H

**Date: 00/00/2025
(LETTER OF AWARD)**

To,

Sub: **Letter of Award** for “**DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”Badarpur Bypass project of NHIDCL under PMU Silchar.**

1.0 This has reference to the following.

Sir,

AWARD OF CONTRACT AND ITS SCOPE:

2.1 We are pleased to accept your proposal and award you a 'Contract' for “**DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”**. as per bid document along with technical specifications attached.

2.2 This Letter of Award (LOA) is subject to the terms & conditions detailed below.

2.3 Details scope of work shall be as indicated in Technical Specification and Documents and BOQ. All Technical Specification of Power Grid up to 28 days prior to Bid Due date shall be applicable.

2.3 The work under this Contract shall be performed by you strictly in accordance with this LOA. All other deviation and/or additional conditions, implicit or explicit in your bid and subsequent communication, shall stand withdrawn in so far as they are repugnant to what has been stated in this LOA.

3.0 CONTRACT PRICE:

3.1 We agree to pay you a sum of **Rs. (Rupees)** (Inclusive of GST) for the entire scope of work under this Contract (Detailed break-up of the Contract Price on account payment purpose is given in the Price Schedule at Section-X/BOQ enclosed):

3.2 All price components under this Contract shall remain FIRM during the currency of the Contract and no price adjustment shall be applicable.

4.0 TAXES & DUTIES:

4.1 Above contract price is **Inclusive of GST**.

4.2 NHIDCL shall, however, make necessary tax deductions at source under various tax laws as applicable from time to time and the same shall be deposited with the concerned tax authorities. Income tax deductions shall be made from all payments made to the contractor as per rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time. Necessary TDS certificates shall be issued by NHIDCL. Paying authority for all tax deductions made at source. The invoice/challan/bill should be signed by authorized person of a provider of input services, should be serially numbered along with date and should contain the following details:

i) Name, Address and registration no. of person providing taxable service.

ii) Name and Address of person receiving taxable service.

Description, classification and value of taxable service provided.

5.0 SITE-IN-CHARGE:

Power Grid Corporation of India Ltd.
400 KV Silchar Substation,
TV Tower Road, Srikona, Silchar
Cachar, Assam PIN-788026
Email: nersts_silchar@powergrid.in

(ii) Engineer-In-Charge:

General Manager(GM),
National Highways & Infrastructure Development Corporation Limited, Silchar

6.0 GENERAL:

6.1 The POWERGRID shall have lien on all equipment including those of yours brought to the site for the purpose of the work through the period of the contract. No material brought to the site shall be removed from the site by you and / or your sub-contractor without the prior written approval of the Engineer-in-Charge.

6.2 TOOLS, PLANTS & EQUIPMENT:

You shall arrange at your own expense all tools, plants and equipment's required for execution of the work.

6.3 MATERIALS:

You shall at your own expense, provide all materials required for the works in line with the enquiry letter.

7.0 SUSPENSION OR DELETION OF WORK:

7.1 NHIDCL reserves the right to suspend or delete the work (in whole or in part) included in the scope of contract at any time during the currency of the contract and decision of the Engineer-in-Charge of NHIDCL shall be final and binding on you. Payment shall be made on pro-rata basis for the work actually executed and approved by the Engineer-in-Charge.

8.0 LEFT-OVER MATERIALS:

8.1 It shall be the responsibility of the Contractor to take back the left over materials, if any, arranged and transported by him and clear the site within 30 days of completion of works. Beyond this period, NHIDCL shall have the right to dispose of these materials for clearing the site in a manner as deemed

9.0 DEPLOYMENT OF MANPOWER:

For the full, proper and continuous supervision of the work under the Contract, the Contractor shall engage and mobilize the necessary contingent of qualified and experienced manpower at site.

10.0 CO-ORDINATION WITH OTHER AGENCIES;

10.1 The Contractor shall attend at his cost all the meeting with the Engineer-in-Charge and other Sub-Contractors for the contract. The Contractor shall attend such meetings as and when required and fully coordinate, with such persons and agencies involved.

11.0 INSPECTION & TESTING:

All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of POWERGRID or his authorized representatives.

The work shall be subjected to the inspection by the Office of Chief Technical Examiner of the Chief Vigilance Commission (CVC), POWERGRID's Vigilance cell and the Contractor shall take necessary arrangements whenever required for this inspection without any additional cost to NHIDCL.

12.0 Observance of Rules:

The contractor shall have to abide by all prevailing Govt. rules and regulations for employment of labours and all statutory Govt./local laws and rules while executing the work. Labour license, if required, as per applicable law shall be arranged by the contractor prior to engagement of labour.

13.0 Safety Measures:

The contractor shall arrange for all safety measures required to carry out the work. Only skilled persons having adequate experience shall be engaged. All the necessary tools and plants including safety equipment, etc., required for the work shall be arranged by the Contractor.

All safety rule regarding human life and as per IE rules to be observed by the contractor. Safety equipment's required for taking up the work are to be arranged by the contractor. The contractor shall ensure the use of safety apparatus like safety belt, safety helmet, safety shoes, welding glasses etc. during execution of work. It is the responsibility of the contractor to ensure the job with any accident.

14.0 TERMS OF PAYMENT:

The terms of payment against the package shall be as under:

14.1 FOR SUPPLY PORTION:

14.1.1 (95% (Ninety percent) of the Ex-works value including 100% F&I charges along with taxes & duties as per Contract shall be paid Quantity wise on submission of the following documents (No GST shall be paid on F&I).

(i) Contractor's unconditional acknowledgement of the Letter of Award and Contract Agreement.

(ii) An unconditional and irrevocable Bank Guarantee for 03% of the total Contract Price towards contract performance as per Proforma.

(iii) Detailed Invoice with its GST Identification Number (GSTIN).

(iv) Invoice with 'Bill To' and 'Service/Ship To' along with GSTN of State where materials is to be delivered.

v) Lorry Receipt (L/R) duly receipted by POWERGRID's consignee as a proof of physical arrival of the consignment at site.

(vi) Material Inspection Clearance Certificate (MICC) issued by POWERGRID Inspection Official (if applicable).

(vii) Material Receipt Certificate issued by POWERGRID's consignee.

(viii) Insurance Premium Receipts.

14.1.2 Balance 5% (Five percent) of the Ex-works price shall be released after receipt of 5% the material against submission of bills in triplicate along with TOC (Taking Over Certificate) issued by POWERGRID's consignee.

TOC (Taking over Certificate) shall be issued by Engineer-in-charge(s) after receipt of the materials in full & good condition at site(s) as per technical specification and on successful completion of entire Scope of the work.

Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

14.2 FOR SERVICE PORTION:

Payment against service portion shall be made on acceptance of Letter of Award (LOA), signing the Contract Agreement and on submission of Contract Performance Guarantee (CPG), Insurance premium receipt and JMC as per the following:

Progressive Payment for Erection Price:

(A) 95% (Ninety five Percent) for each items of work shall be paid progressively, pro-rata basis at unit rates based on quantum of work done and certification by Engineer-in-charge/POWERGRID's representative. Balance 5% (five percent) for each items of work shall be paid on successful erection, final checking, testing & commissioning of entire works and issuance of Taking over Certificate (TOC).

14.3 Commissioning for the purpose of payments shall mean satisfactory completion of all erection, commissioning checks and successful completion of all site tests and charging of

the equipment's at rated voltage as per the Contract and to the satisfaction/approval of the Owner.

14.4 All bills / Invoices shall be submitted to the respective Consignee for verification and arranging payments which shall be released by the GM, Silchar (The paying authority). Payment shall be released directly to the supplier/contractor

15.0 **PAYING AUTHORITY: NHIDCL**

16.0 **Mode of payment:**

All the payments to be made directly to the Contractor under this contract shall be made by NHIDCL through electronic payment mechanism (**e-payment**) for which the necessary details as per standard format shall be tied up during execution of the contract.

16.01 Retention Money: From every payment for works due to the Contractor in accordance with the provisions of clause 9.0 the Authority shall deduct **5%** thereof as guarantee money for performance of the obligations of the Contractor during the construction period (The Retention Money) subject to the condition that the maximum amount of Retention Money shall not exceed 5% of the Contract Price.

17.0 CONTRACT PERFORMANCE GUARANTEE (CPG):

17.1 The party shall submit Contract Performance Guarantee in the form of BG for **3% (Three percent)** value of the contract price within 28 days from the date of LOA.

17.2 Issuing Banks:

The Bank Guarantee for Advance Payment Security (if applicable as per payment terms) and Performance Security are to be provided by the Supplier, which should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or
- (c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer/ purchaser, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; Or (ii) a Public Sector Bank located in India; Or (iii) a scheduled commercial Private bank located in India. The contractor has the option to submit BG (towards CPG) using SFMS Platform. The account details of NHIDCL for the purpose of Bank Guarantee (towards CPG) to be issued using SFMS Platform are as given below:

Sr no	Particulars	Details
1	Name of Beneficiary	RO NHIDCL Projects
2	Beneficiary Bank Account NO	73653210000013
3	Branch Name	Canara Bank Specialized Government Business Branch
4	Beneficiary Bank IFSC Code	CNRB0007374
5	Beneficiary Bank Address	Kay M Plaza 1st floor Near KAR Bhawan GS Road Ganeshguri, Guwahati, Assam-781006

Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.

In addition to the above, the Bank Guarantee (towards CPG) should be submitted in physical form as well.

CIN NO:U45400DL2014GOI269062.

17.2.1 During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque, the bidder may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.

17.2.2 If the successful Bidder/contractor fails to execute the contract, the bid security shall be encashed by NHIDCL and the bidders shall be debarred from participating in NHIDCL tenders for a period of 2(Two) years.

On submission of CPG and its acceptance by the Owner, the Bid Guarantee/EMD furnished at the time of bid opening shall be returned to the Contractor.

17.2.4 Alternatively, Bidder/Contractor can submit Contract Performance Guarantee (CPG) through online payment portal NHIDCL ONLINE PAYMENT UTILITY - which is provided on the NHIDCL website. While making such online payment, the contractor/bidder shall choose Segment as "Suppliers" and fill in details as follows:

The copy of 'Online Payment Acknowledgement -- Suppliers' generated subsequent to the payment shall be submitted to the concerned department. The online payment facility shall be for payment in Indian Rupees only.

17.3 A contractor/bidder can opt for either CPG-BG/Security Deposit/POPU only once against the contractor for the entire contractual period.

17.4 In case of any amendment to the contract, the Contract price, as amended, shall be the reference price for determining the value of Contract Performance Guarantee (CPG). The contractor shall accordingly, increase / decrease the Bank Guarantee value submitted towards Contract Performance Guarantee (CPG) based on the final amended contract Price.

17.5 In case of delay in submission of Performance Guarantee within the period specified above, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:

17.5.1 The Warranty Period / Defect Liability Period shall stand extended and you shall accordingly extend the validity of the Performance Guarantee by the period of delay over and above the period required as per the Contract. Alternatively, if you fail to extend the validity of the Performance Guarantee an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee + 2% per annum on the Performance Guarantee amount corresponding to the facilities covered under the said Performance Guarantee shall be paid by you to NHIDCL. NHIDCL, may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due under the Contract.

17.5.2 The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of Performance Guarantee.

17.6 CPG/SD shall be returned to the contractor after 90 days of expiry of warranty period. The contract shall be deemed closed after release of CPG/SD.

17.7 If the successful Bidder/contractor fails to execute the contract, then the contract shall be terminated by NHIDCL forfeiting the CPG/Security Deposit. Moreover, the contractor will be liable to pay to the Owner for any additional costs incurred for executing the work.

17.8 No interest shall be payable to the Contractor against Security Deposit.

18.0 LIQUIDATED DAMAGES FOR DELAY:

Time is the essence of the Contract. If the Contractor fails to complete the work within the time specified in the Letter of Award or any extension granted thereof, the Contractor shall pay to the Owner as

liquidated damages and not as penalty, a sum equivalent to half of **0.05% (zero point zero five percent)** of the contract price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the contract, for each day of delay which shall elapse between the relevant time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent **05%(five percent)** of Contract Price plus GST payable thereon for the whole of the facilities (or a part for which a separate time for completion is agreed).

The parties agree that the sub specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.

The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve. The contractor from his obligations and liabilities under the contract.

In case of any amendment to the contract, the Contract price, as amended, shall be the reference price for determining the value of Liquidated Damages.

DEFECT LIABILITY:

- 19.o The party shall provide warranty against workmanship and for satisfactory performance for 12 months from the date of Taking over Certificate [TOC]. The defects occurred during the defect liability period shall be rectified by the contractor free of cost.

20.0 QUANTITY VARIATION: NHIDCL reserves the right to increase or decrease the tender quantity as per site requirements of Power Grid. In case of items falling under BOQ of the Agreement, the price variation shall be in accordance with Tender rates. In case of items not part of BOQ, the rates payable shall be as per latest Power grid SOR as determined by Power Grid and applicable Tender discount/premium.

- 20.01 The Contractor must submit any proposal of Quantity variation within 06(SIX) months from the date of agreement. Any proposal submitted thereafter shall not be entertained by the Employer.

21.0 WORK COMPLETION SCHEDULE:

Time is the essence of the Contract. The entire scope of work/contract shall be completed within 18 (Eighteen Months) from the date of Signing of Agreement. The date of Signing of Agreement shall be treated as zero date for all contractual matters.

22.0 INSURANCE:

22.1 Insurances to be taken out by the Contractor:

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer. such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Erection All Risk Policy/Contractor All Risk Policy:

- (i) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at sl. No. (III) below.

Amount	Parties insured	From	To
105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable. And 100% of erection price component	Contractor & Employer	From the date of Mobilization	Up to Taking Over of Site

***The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.**

(II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project/ work and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

(III) The following add-on covers shall also be taken by the Contractor:

- i) Earthquake.
- ii) Terrorism.
- iii) Escalation cost (approximately @10% of sum insured on annual basis).
- iv) Extended Maintenance cover for Defect Liability Period.

(IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount/Sum Assured	Deductible limits	Parties insured	From	To

For Contract having value up to 100 Crore: The Third party liability limit shall be 10% of contract value for Single/Multiple occurrences in aggregate during the entire policy period.	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor/ Sub-contractor	Receipt at site	Up to Defect Liability Period.
---	---	----------------------------	-----------------	--------------------------------

***The Deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.**

(c) Automobile Liability Insurance:

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

- (1) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (2) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project. Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing Workmen Compensation Policy'.
- (3) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

23.0 WORKING/ CORRESPONDENCE PROCEDURE:

- (a) All site matters and all matters pertaining to the execution of the work shall be addressed to the **Site-in-Charge**, with intimation to **Engineer-in-Charge** who shall be the overall coordinator for the subject contract.
- (b) All technical matters shall be addressed to the **Engineer-in-Charge** with copy to **Site-in- Charge**.
- (c) For submission/approval of Bar Chart/Network, the contractor shall address to the **Site-in- Charge** with intimation to the **Engineer-in-Charge**.

(d) All contractual matters shall be addressed to the **DGM**, Power Grid/NHIDCL

(e) All financial matters shall be addressed to the **General Manager**, National Highways & Infrastructure Development Corporation Limited, Silchar, Pasker Lane Kanakpur Part-1, Sonai Road Silchar- 788006.

23.1 You or your authorised representative shall be bound for attending all meetings with the Engineer-in-Charge and other authorised officials of POWERGRID and NHIDCL at your own cost during the execution of contract. You shall attend such meetings as and when required and be fully co-operative with such persons or agencies involved in discussions.

24.0 SETTLEMENT OF DISPUTES & ARBITRATION:

24.1 In case of any dispute arising out of the contract the same shall be settled through the process of Arbitration as per provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time. Venue of Arbitration shall be Guwahati. In case of arbitration, Regional Head of POWERGRID/NHIDCL NERTS shall act as the sole Arbitrator. Guwahati Courts alone shall have exclusive jurisdiction in all matters arising under the contract.

25.0 JURISDICTION OF CONTRACT:

25.1 The Guwahati Court alone shall have exclusive jurisdiction in all matters arising under this contract.

26.0 CONTRACT AGREEMENTS:

You are required to submit Performance Security Amounting to 10% of Quoted Price in the bid within 28 days of this Letter of Award. Within 07 working days of submission of Performance Security, the Contract Agreement shall be signed. Failing to sign Contract Agreement within stipulated time shall lead to withdrawal of LOA, encashment of Bid Security and Blacklisting of Bidder for a period of 2 years from participating in Tenders.

While executing the contract, you will ensure that all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa-intl.org) have been complied with and maintain the necessary records.

This award letter is being issued to you in duplicate. The duplicate copy duly signed and stamped in each and every page including annexures may please be returned to us within 20 days as token of acknowledgement.

27.0 This Letter of award is being issued to you in duplicate. The duplicate copy duly signed and stamped in each and every page may please be returned to us within 8-days as token of acknowledgement.

Annexure-I

FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Sir,

Pursuant to GCC 20 (Completion certificate) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the *(insert brief description of the Facilities)*..... we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof
.....
.....
.....

2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Annexure-J
FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: *[Name and address of the Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for, issued to you on behalf of M/s.*(insert name of the Contractor)* in respect of Contract No. dated for *(insert name of the Package alongwith the Project name)* (hereinafter called original Bank Guarantee).

At the request of M/s..... *(insert name of the Contractor)*, We*(insert name & address of the issuing bank)*, a Bank organized under the laws of and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile _____
email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Annexure-K

(Declaration of Key Managerial Person and Power of Attorney holder)

Bidder's Name and Address:

To:

Executive Director (P)
National Highways & Infrastructure
Development Corporation Limited
Regional Office, 2nd Floor, Agnishanti
Business Park, Opp. AGP Office GNB
Road, Ambari, Guwahati-781001

Dear Sir,

1. We confirm that the declarations made in our bid, particularly regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge.
2. We also confirm that in support of meeting the Technical experience requirement as per bid, we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.
3. We shall furnish clarification to bid, if any sought by Employer. We understand that if we fail to rectify/furnish the requested documents if any, within 7 working days' notice, our bid is liable to be rejected.
4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Bid Security/ Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Document/Integrity Pact/Employer's policy.
5. Notwithstanding above, we also understand that the Bid Capacity/Manufacturing Capacity as declared hereinabove, shall be subject to assessment, if any, by the Employer, which shall be final and binding. We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:.....

Place:.....

(Signature of Power of Attorney holder).....

(Printed Name).....

(Designation).....

(Common Seal).....

(Signature of Key Managerial Person).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.

.....***Name of the package***.....

Annexure-L

(Undertaking by the bidder regarding Compliance of DMI&SP policy)

Bidder's Name and Address :

To,

Name:

GM

Address:

NHIDCL

Dear Sir,

1.0 We have read and understood the provisions of *“Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement”* (hereinafter **“DMI&SP policy”**) issued by Ministry of Steel, Government of India vide Notification dated 8th May 2017 and its revision dated 29th May 2019 and including subsequent amendments/ modifications, if any.

2.0 We undertake that we shall comply with the requirement of DMI&SP policy including its subsequent amendments issued from time to time. Further, we undertake that in case of award on us, the requisite Affidavit of self-certification regarding Domestic Value Addition and/or Authorization certificate from the domestic manufacturer/ supplier of iron and steel products (*whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time*) included in the BoQ/ scope of the package shall be submitted by us to Employer before supply of the said iron and steel products required under the contract.

Date:	Printed Name:
Place:	Designation:

Attachment-I

Package: "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]". BY NHIDCL. Badarpur Bypass under PMU Silchar.

(Bid Security Details)

Bidders Name and Address (Sole Bidder)

Name:	To,
Address:	The Executive Director (P), National Highways & Infrastructure Development Corporation Limited (NHIDCL) 2nd Floor, Agnishanti Business Park, GNB Road, opp. AGP Office, Ambari, Guwahati, Assam, Pin: 781001

Dear Sir,

.....Acknowledge Slip of NHIDCL Portal generated from

Date:	Printed Name:
Place:	Designation:

Attachment-II

Package: "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]". BY NHIDCL. . Badarpur Bypass under PMU Silchar

(Power of Attorney)

Bidders Name and Address (Sole Bidder)

Name: To,
Address: The Executive Director (P), National
Highways & Infrastructure Development
Corporation Limited (NHIDCL) 2nd Floor,
Agnishanti Business Park, GNB Road, opp.
AGP Office, Ambari, Guwahati, Assam, Pin:
781001

Dear Sir,

A power of attorney, duly notarized, indicating that the person(s) signing the bid on the PRANIT e-tendering portal has (have) the authority to sign the bid and thus the bid is binding upon the Bidder during full period of its validity. The Power of Attorney shall be solely in the person who is registered on our e-tendering portal. In case the name mentioned in the submitted Power of Attorney and the person registered on the portal are different, the bid is liable to be rejected.

Date:
Place:

Printed Name:
Designation:

Attachment-IV

Package: : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL. Badarpur Bypass under PMU Silchar..

(List of Sub-Contractor)

Bidders Name and Address (Sole Bidder)

Name: To,
Address: The Executive Director (P), National
Highways & Infrastructure Development
Corporation Limited (NHIDCL) 2nd Floor,
Agnishanti Business Park, GNB Road, opp.
AGP Office, Ambari, Guwahati, Assam, Pin:
781001

Dear Sir,
The following is list of our Sub-Contractors proposed to be engaged by us for the above work in the event of award on us.
However, the overall responsibility for supervision, quality and timely execution of the contract shall remain with us. We shall be fully responsible for any acts and omission on the part of the above Sub- contractor or any persons

Sl. No.	Name & Address of Sub-Contractor	Nature of Work

Date:
Place:

Printed Name:
Designation:

Manufacturers Authorization form

(To be submitted in Manufacturer's Letterhead)
Attachment-V

Bid No -

To

The Executive Director (P),
National Highways & Infrastructure Development
Corporation Limited (NHIDCL)
2nd Floor, Agnishanti Business Park,
GNB Road, opp. AGP Office, Ambari,
Guwahati, Assam 781001

WE *[insert: name of Manufacturer]* who are established and reputable manufacturers of *[insert: name and/or description of the Goods]* having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name & address of Bidder]* (hereinafter, the "Bidder") to submit a bid the purpose of which is to provide the following goods, manufactured by us, and to subsequently negotiate and sign the Contract:

1.
2.

We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations.

Further, we also hereby declare that we and *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract (**including related services and warranty / defects liability**) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Common Seal and Signature of the
authorised person: Name:
Designation:

NOTE:

This MA should be signed by a person having either of the following-

- 1) Valid Power of attorney
- 2) Authorised by Managing Director
- 3) Member of Board of Directors

Attachment-VI

Package: : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL. Badarpur Bypass under PMU Silchar.

(Work Completion Schedule)

Bidders Name and Address (Sole Bidder)

Name:

Address:

To,

The Executive Director (P), National
Highways & Infrastructure Development
Corporation Limited (NHIDCL) 2nd Floor,
Agnishanti Business Park, GNB Road, opp.
AGP Office, Ambari, Guwahati, Assam, Pin:
781001

Dear Sir,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Package i.e. Package : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL. Badarpur Bypass under PMU Silchar. For the period commencing from the effective date of Contract to us.

Sl. No.	Description of Work	Period in months from the effective date of contract		
		Name	Unit	Remarks
1	Mobilization at site			
2	Source identification of Materials			
3	Commencement of Work			
4	Completion of Work			
5	Overall Completion Schedule			

Date:

Place:

Printed Name:

Designation:

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

Attachment-IX

Package: : "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]". BY NHIDCL . Badarpur Bypass under PMU Silchar

(Declaration regarding Social Accountability)

Bidders Name and Address (Sole Bidder)

Name:	To,
Address:	The Executive Director (P), National Highways & Infrastructure Development Corporation Limited (NHIDCL) 2nd Floor, Agnishanti Business Park, GNB Road, opp. AGP Office, Ambari, Guwahati, Assam, Pin: 781001

Dear Sir,
We confirm that we stand committed to comply to all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa.intl.org) and maintain the necessary records.

Date:
Place:

Printed Name:
Designation:

Attachment-X

Package: : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL . Badarpur Bypass under PMU Silchar.

Statutory Details

Bidders Name and Address (Sole Bidder)

Name: To,
Address: The Executive Director (P), National
Highways & Infrastructure Development
Corporation Limited (NHIDCL) 2nd Floor,
Agnishanti Business Park, GNB Road, opp.
AGP Office, Ambari, Guwahati,
Assam, Pin: 781001

Dear Sir,

1. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment

1	Name of the Supplier/Contractor in whose favour payment is to be made	
2	Address with Pin Code and State	
	Registered Office	
	Branch Office	
	Correspondence Address:	
3.(a)	Status-Company /Other [Declaration of Micro/Small/Medium Enterprise under Micro/Small & Medium Enterprises Development Act 2006, if applicable]	
3.(b)	Are you a MSE owned by SC/ST * entrepreneurs in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 including subsequent amendment/ notification/order [Indicate Yes/No]	
	Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment	
3.(c)	If 3 (b) is ‘Yes’ please mention whether you are (Proprietary MSE/Partnership MSE/Private Limited Company) Owned by SC/ST entrepreneurs.	

3 (d)	Are you a MSE owned by women in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 including subsequent amendment/notification/order [Indicate Yes/No]	
	Note: Documentary evidence is to be attached.	
4	Permanent Account No (PAN)	
5	GSTIN Numbers	
I.	GSTIN in the States/UT from where the supply of goods take place	
	Name of the State/UT	GSTIN Number
(i)		
(ii)		
(iii)		
II.	GSTIN in the States/UT from where the supply of services take place (states where sites under the subject package is situated)	
	Name of the State/UT	GSTIN Number
(i)		
(ii)		
(iii)		
(iv)		
(v)		
9	PF Registration No. of the Company	
10	PF Regional Office covered (with Address)	
11	Name of Contact Person	
	Designation	
12	Contact details	
	Landline(s):	
	Mobile(s):	
	Email ID:	
13	Bank details for Electronic Payment	
	Name of the Bank:	
	Address of Branch:	
	Account No.:	
	Type of Account (*) Saving (*) Current)	
14	9 digit MICR code printed at bottom in middle, next to cheques no.	
15	IFSC (for RTGS)/NEFT Code (to be obtained from the Bank) Sample Cancelled Cheques to be enclosed.	

We hereby declare that the above information are true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank

Remarks: The definition of MESs owned by SC/St is as given under:

- a. In case of proprietary MES, proprietor(s) shall be SC/ST.
- b. In case of partnership MSE, the SC/ST partners shall be holding as least 51% SHARES I THE UNIT

- c. In case of private Limited Companies, at least 51% share shall be held by SC/ST promoters.

Documentary Evidence: Please provide scanned copy(ies) of the SC/St certificate(s) issued by District Authority as applicable for SC/ST MSE category as per (a), (b) or (c) above.

Date:

Printed Name:

Place:

Designation:

Attachment-XI

Package: : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL . Badarpur Bypass under PMU Silchar.

(Additional Information)

Bidders Name and Address (Sole Bidder)

Name: To,
Address: The Executive Director (P), National
Highways & Infrastructure Development
Corporation Limited (NHIDCL) 2nd Floor,
Agnishanti Business Park, GNB Road, opp.
AGP Office, Ambari, Guwahati,
Assam, Pin: 781001

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 9.3 of the Bidding Documents, we furnish herewith our data/details/documents etc. along with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 The Bidder shall furnish

A Certificate from their Banker(s) (as per prescribed formats) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders Bankers.

1.1 In accordance with 1.0 certificate(s) from banker as per requisite format indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the follow details:

Name of the Bidder (Sole Bidder)	Name
Name of the Banker by whom certificate issued	
Date of Certificate (should not be earlier than 3 months prior to date of bid opening)	
Whether fund based/non fund based limits are indicated in the certificate	
Whether extent of utilization is indicated in the certificate	

1.2 The Bidder should accordingly also provide the following information/documents

(i) Details of Banker:

Name of Banker	
----------------	--

Address of Banker	
Telephone No.	
Contract Name and Title	
Fax No.	
E-mail ID	

- (ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the banker(s), authorizing NHIDCL to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply same promptly, is/are enclosed as per following details:

Sl. No.	Letter Ref.	Date	Addressed to (name of the Bank)

2.0 Litigation History

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may in rejection of Bid.

- 2.1. Details of litigation history resulting from Contracts completed or under execution by the bidder over the last five years

Year	Name of client, cause of litigation/arbitration and matter in dispute	Details of Contract and Date	Award for or against the bidder	Disputed amount
1				
2				
3				
4				
5				

1.0 Details regarding previous transgressions of Integrity Pact

The bidder should provide detailed information on any transgression of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company. In any country.

- 3.1 Details regarding previous transgressions of Integrity Pact that occurred in the last 10 years.

Year	Name of client	Details of Transgressions of Integrity Pact by the Bidder
1		
2		
3		

4		
5		
6		

2.0 OTHER INFORMATION

4.1 Current Contract Commitments of works in progress

Bidders should provide information on their current commitments on all contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion but for which an unqualified, full completion certificate has yet to be issued.

Details of Contract	Value of outstanding work	Estimated completion date

4.2 Financial Data:

Details	Actual (Previous Five Years)					Projection for next five years				
Total Assets										
Current Assets										
Total Liability										
Current Liability										
Profit before taxes										
Profit after taxes										

4.3 Provident Fund Code Number of the Bidder

Date:

Printed Name:

Place:

Designation:

Package: : “DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISSION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]”. BY NHIDCL . Badarpur Bypass under PMU Silchar.

(Minimum Local Content)

Bidders Name and Address (Sole Bidder)

Name:	To,
Address:	The Executive Director (P), National Highways & Infrastructure Development Corporation Limited (NHIDCL) 2nd Floor, Agnishanti Business Park, GNB Road, opp. AGP Office, Ambari, Guwahati, Assam, Pin: 781001

Dear Sir,

As per Attachment-1 of Annexure D of SCC

Date:
Place:

Printed Name:
Designation:

Attachment-XII

Package: : "DIVERSION 132 KV D/C BADARPUR- KHLIEHRIAT TL (From Loc 12 to Loc 18) OF POWER GRID CORPORATION OF INDIA ON SUPERVISION BASIS TRANSMISSION LINE OF POWER GRID ON SUPERVISSION BASIS FOR DEVELOPMENT OF ECONOMIC CORRIDORS, INTER CORRIDORS AND FEEDER ROUTES TO IMPROVE EFFICIENCY OF FREIGHT MOVEMENT BY NHIDCL [PACKAGE- 3]". BY NHIDCL . Badarpur Bypass under PMU Silchar.

(Declaration)

Bidders Name and Address (Sole Bidder)

Name:	To,
Address:	The Executive Director (P), National Highways & Infrastructure Development Corporation Limited (NHIDCL) 2nd Floor, Agnishanti Business Park, GNB Road, opp. AGP Office, Ambari, Guwahati, Assam, Pin: 781001

Dear Sir,

We confirm that Bid Form and Price Schedules in the Second Envelope have been filled up by us as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

(i)there are no discrepancies/inconsistencies and deviations/omissions/reservations to the Bidding Documents, in the Second Envelope bid.

(ii)the description of items and the unit thereof in the price schedules in the Second Envelope bid are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/inconsistencies and deviations/omissions/reservations, as referred to para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implications, whatsoever to NHIDCL. However, in case of any arithmetical errors, the same shall be governed as per the provision of SCC Clause No. 24.2.0 read in conjunction with BDS.

Date:
Place:

Printed Name:
Designation: